

Road Department

CONGRATULATIONS ON YOUR RETIREMENT

Jeff Preston

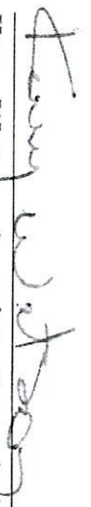
May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



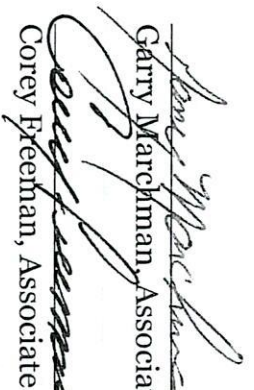
Jeff Clemmons, Chairman



Kerry Watson, Associate Commissioner - Place 1



Kelly Duke, Associate Commissioner - Place 3



Garry Marchman, Associate Commissioner - Place 2



Corey Freenan, Associate Commissioner - Place 4

June 1998 – January 2023

RESOLUTION NO. 2023 – 10


TO ENTER INTO CONTRACT WITH GOODWYN, MILLS & CAWOOD FOR THE
CULLMAN REGIONAL AIRPORT TERMINAL APRON REHABILITATION

WHEREAS, the Cullman County Commission has determined that it would serve a public purpose to enter into contract with Goodwyn, Mills & Cawood for professional airport planning and engineering services related to the Cullman Regional Airport Terminal Apron Rehabilitation; and

NOW THEREFORE BE IT RESOLVED, by the Cullman County Commission in the State of Alabama that the Cullman County Commission is hereby authorized to enter a contract with Goodwyn, Mills & Cawood related to the Cullman Regional Airport Terminal Apron Rehabilitation.

ADOPTED BY THE CULLMAN COUNTY COMMISSION this the 10th day of January, 2023.

Attest:



Tiffany Merriman,
County Clerk



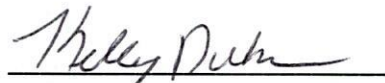
Jeff Clemons,
Chairman



Kerry Watson,
Commissioner



Garry Marchman,
Commissioner



Kelly Duke,
Commissioner



Corey Freeman,
Commissioner

Task Order 1

**SCOPE OF SERVICES
ENGINEERING DESIGN SERVICES FOR
TERMINAL APRON REHABILITATION**

FOR THE CULLMAN REGIONAL AIRPORT

Goodwyn Mills Cawood, LLC (ENGINEER) will provide professional services for the following project at the Cullman Regional Airport under the Master Agreement between the City of Cullman and Cullman County (OWNER) and ENGINEER dated June 6, 2022:

Terminal Apron Rehabilitation (PROJECT). ENGINEER will provide the required professional services to design the rehabilitation of the concrete Terminal Apron at the Cullman Regional Airport. This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport. This project shall consist of Project Development, Design, Bid and Construction Phase Services for the rehabilitation of the concrete terminal apron. A portion of the funding is expected to be provided by federal and state grants in 2023.

The proposed construction improvements include:

1. Joint Repair
2. Slab/Spall Repair
3. Pavement Markings

The anticipated schedule is as follows:

March 3, 2023	Submit 90% Plans, Specifications, and Safety Plan for review
March 31, 2023	Advertise for Bids
April 21, 2023	Open Bids
May 1, 2023	Submit Grant Application to ALDOT/FAA

The construction contract time is expected to be forty-five (45) calendar days.

The professional services will include the following elements of work:

1. PROJECT DEVELOPMENT PHASE: ENGINEER shall:
 - 1.1. Project coordination and scoping. Consult with OWNER, FAA and state to clarify and define the PROJECT requirements, scope, schedule and other pertinent matters.
 - 1.2. Site Visit. Conduct site visit and meet with owner to visually inspect and quantify extent of repairs necessary in order to define limits of PROJECT.
 - 1.3. Cost Estimates. Prepare preliminary estimate of probable construction costs and schematic design for each element of the PROJECT.

- 1.4. Pre-Application. Prepare preapplications for federal and/or state assistance grants for funding of the PROJECT. The ENGINEER will prepare justifications, preliminary estimate of probable construction costs, project sketch, resolutions, and supporting documents for the pre-application.
2. DESIGN PHASE: ENGINEER shall:
 - 2.1. Plan Assembly. Prepare detailed plans, specifications, contract documents, Engineering Report and final estimate of probable construction costs according to the current FAA Advisory Circulars as detailed in the attached Plan Sheet List.
 - 2.2. Prepare and obtain approval of detailed drawings at 50% that show the character and scope of the work to be performed by contractors on the PROJECT. Address any comments received through review process.
 - 2.3. Prepare and obtain approval of detailed drawings at 90% that show the character and scope of the work to be performed by contractors on the PROJECT. Address any comments received through review process.
 - 2.4. Site Visit. Make one visit to the airport to visually inspect the site and meet with OWNER regarding project staging and phasing.
 - 2.5. Contract Documents and Specifications. Prepare the Project Manual consisting of Fron-End documents, bid documents, contract documents and technical specifications.
 - 2.6. 7460 Submission. Prepare a safety plan in accordance with current FAA AC 150/5370-2 and submit FAA Form 7460-1 Notice of Proposed Construction or Alteration.
 - 2.7. Calculate necessary quantities for work items. Prepare an estimate of construction cost at 90% design submittal.

Design will be for bid of one construction contract.

Design will be based on the following FAA Advisory Circulars (latest editions):

- AC 150/5300-13B Airport Design
- AC 150/5320-6G Airport Pavement Design and Evaluation
- AC 150/5340-1M Standards for Marking Airfield Pavements
- AC 150/5370-2G Operational Safety on Airports During Construction
- AC 150/5370-10 Standards for Specifying Construction
- AC 150/5380-6C Guidelines and Procedures for Maintenance of Airport Pavements

3. BID PHASE: ENGINEER shall:

- 3.1. Bid Advertisement. Prepare a legal advertisement for the OWNER for solicitation of construction bids in accordance with Alabama Bid Laws.

- 3.2. Distribute Bid Documents. Provide copies of the approved plans and specifications to permit advertising and bidding. ENGINEER will issue the bid documents to interested bidders as requested. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. Maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and fax number for use in issuing addenda. ENGINEER will review the licensure status of each potential bidder to determine each plan holder is qualified to bid on the PROJECT.
 - 3.3. Bid Questions and Addenda. Answer questions submitted during the bidding process. ENGINEER will prepare written responses and issue addenda as needed.
 - 3.4. Bid Opening. Attend the bid opening and assist OWNER with meeting and review of the bid documents.
 - 3.5. Bid Analyses, Recommendation and Award - The Engineer will conduct a detailed analysis of the contractors' bids for completeness and accuracy and will note omissions and discrepancies. The Engineer will compile a bid summary comprising the results of the bids for distribution to the bid document recipients. The Engineer will write a letter to the owner recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the Owner and the state, the Engineer will provide the Owner a "sample" letter to issue to the successful bidder informing the bidder of the bid results.
 - 3.6. Grant Application. Assist the OWNER in preparation of application for state assistance and prepare OWNER'S applications for partial and final payment for submission to agency.
 - 3.7. Preparation of Contract Books. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications for the construction phase.
4. CONSTRUCTION PHASE: During the Construction Phase, ENGINEER shall:
- 4.1. Assist the OWNER in preparation of formal contract documents for the award of construction contracts.
 - 4.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the contractor's schedule.
 - 4.3. Review shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
 - 4.4. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project

design. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.

- 4.5. Check and certify the accuracy of partial and final payment due to contractors based upon the completed work.
- 4.6. Compute final quantities of work completed by contractors on the project.
- 4.7. Make a final inspection with OWNER and government representatives and provide a final inspection report.
- 4.8. Prepare close-out documents and provide to ALDOT and OWNER.
- 4.9. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform duties properly undertaken by the ENGINEER under this Agreement.

5. ADDITIONAL SERVICES

The ENGINEER shall perform the additional services below required by the OWNER to complete the project. Such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Additional services include:

- A. Project Inspection of construction - Resident Project Representative (RPR)
 - a. The Engineer will provide a qualified construction resident representative to conduct on-site observations of the Work to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents. The resident representative will be available for both full-time services during the forty (45) calendar day duration of the project as required by the nature of the ongoing construction activities.
 - b. For budgeting purposes, it is assumed the resident representative will be available forty (40) hours per week for the duration of the project. If construction contract time is added to this project, or additional hours are needed per week, additional man-hours for the resident representative are to be approved by the OWNER and if required, addressed by an amendment to the agreement.
 - c. The resident representative will be the Engineer's primary contact with the contractors and their subcontractors during construction. The resident representative will be available to meet with the representatives of the OWNER, the state, and other interested parties at the project location.

- d. The resident representative will monitor and coordinate the construction progress; will coordinate with the OWNER, the Engineer, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the Engineer if problems, disputes, or changes arise during construction.
 - e. The resident representative will review cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the contractor's work. The resident Engineer will prepare construction progress reports of the construction activities that are observed.
- B. Construction Testing. Quality Assurance testing will be provided during construction according to FAA specification relevant to project work items.
6. EXCLUDED ITEMS: The following items are not included in this contract:
- 6.1. Contract change orders beyond the scope of the awarded contract.
 - 6.2. Structural, mechanical or architectural design services.
 - 6.3. Advertising cost for project bidding will be paid by the OWNER.
 - 6.4. ADEM fees required for permit will be paid by the OWNER
 - 6.5. Geotechnical Investigation
 - 6.6. Survey
 - 6.7. Environmental Services

The total cost of this contract including Lump Sum and Estimated Fees is **\$110,526**. As shown in the Schedule of Fees and the attached detailed breakdown of fees.

SCHEDULE OF FEES	FEE	
Project Development Phase	\$ 6,957	Lump Sum
Design Phase	\$38,988	Lump Sum
Bid Phase	\$ 6,855	Lump Sum
Construction Phase	\$ 21,896	Lump Sum
<u>Project Inspection, Testing and Close out</u>	<u>\$ 35,831</u>	<u>Estimated</u>
Total Professional Services Fee:	\$110,526	

Cullman Regional Airport

Terminal Apron

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER:

CITY OF CULLMAN, ALABAMA

CULLMAN COUNTY, ALABAMA

By: Woody Jacobs
Woody Jacobs
Title: Mayor

By: Jeff Clemons
Jeff Clemons
Title: Chairman

ENGINEER:
GOODWYN MILLS CAWOOD, LLC

By: Natalie Hobbs
Natalie Hobbs
Title: Sr. Engineer, Aviation

March 21, 2023

Date

**Cullman Regional Airport
Terminal Apron Rehabilitation**

**Basic Services Summary
Goodwyn Mills and Cawood, LLC**

Phase	Classification	Hours	Rate	Total
Project Development Phase				
	Project Manager/QAQC	11	\$ 59.06	\$ 650
	Civil Engineer	30	\$ 41.16	\$ 1,235
	Civil Engineer Intern	6	\$ 29.62	\$ 178
	Contract Administrator	0	\$ 25.00	\$ -
	Total Direct Labor			\$ 2,062
	Combined Overhead	189.15%		\$ 3,901
				\$ 5,963
	Out-of-Pocket Expenses:	Miles		
<u>1</u>	Trip(s)	120	\$ 0.625	\$ 75
	Printing, Reproduction, Shipping			\$ 20
	Total Out-of-Pocket			\$ 95
	Subtotal			\$ 6,058
	Operating Margin	15%		\$ 894
	FCCM	0.21%		\$ 4
	Project/Grant Development Phase Total Fee			\$ 6,957
Design Phase				
	Project Manager/QAQC	17	\$ 59.06	\$ 1,004
	Civil Engineer	148	\$ 41.16	\$ 6,092
	Civil Engineer Intern	134	\$ 29.62	\$ 3,969
	Contract Administrator	24	\$ 25.00	\$ 600
	Total Direct Labor			\$ 11,664.8
	Combined Overhead	189.15%		\$ 22,064
				\$ 33,729
	Out-of-Pocket Expenses:			
<u>1</u>	Trip(s)	120	\$ 0.625	\$ 75
	Printing, Reproduction, Shipping			\$ 100
	Total Out-of-Pocket			\$ 175
	Subtotal			\$ 33,904
	Operating Margin	15%		\$ 5,059
	FCCM	0.21%		\$ 24
	Design Phase Total Fee			\$ 38,988

Bid Phase

Project Manager/QAQC	6	\$	59.06	\$	354
Civil Engineer	30	\$	41.16	\$	1,235
Civil Engineer Intern	4	\$	29.62	\$	118
Contract Administrator	12	\$	25.00	\$	300
Total Direct Labor				\$	2,008
Combined Overhead	189.15%			\$	3,797
				\$	5,805
Out-of-Pocket Expenses:					
<u>1</u> Trip(s)	120	\$	0.625	\$	75
Printing, Reproduction, Shipping				\$	100
Total Out-of-Pocket				\$	175
Subtotal				\$	5,980
Operating Margin	15%			\$	871
FCCM	0.21%			\$	4
Bid Phase Total Fee				\$	6,855

Construction Phase

Project Manager/QAQC	18	\$	59.06	\$	1,063
Civil Engineer	124	\$	41.16	\$	5,104
Civil Engineer Intern	4	\$	29.62	\$	118
Contract Administrator	4	\$	25.00	\$	100
Total Direct Labor				\$	6,385
Combined Overhead	189.15%			\$	12,078
				\$	18,463
Out-of-Pocket Expenses:					
<u>8</u> Trip(s)	120	\$	0.625	\$	600
Printing, Reproduction, Shipping				\$	50
Total Out-of-Pocket				\$	650
Subtotal				\$	19,113
Operating Margin	15%			\$	2,769.5
FCCM	0.21%			\$	13
Construction Phase Total Fee				\$	21,896

Total Basic Services Fees = \$ 74,695

Total Additional Services = \$ 35,831

Total Contract Including Basic Services and Additional Services = \$ 110,526

**Cullman Regional Airport
Terminal Apron Rehabilitation**

**Basic Services Hour Break Down
Goodwyn Mills and Cawood, LLC**

Tasks	Description	Project Manager	Civil Engineer	Civil Engr Intern	Contract Admin
1	Project/Grant Development Phase				
	Project Coordination and Scoping	4	8		
	Project Meetings/Site View	2	6		
	Cost Estimates	1	6	4	
	Grant Administration/Pre-application	4	10	2	
	Total hours	11	30	6	0
2	Design Phase				
	Plan Assembly (See Plan Sheet List)	13	116	132	
	Contract Documents and Specifications	2	16		24
	FAA 7460 Submission		8	2	
	Project Meetings/Site View	2	8		
	Total hours	17	148	134	24
3	Bid Phase				
	Addenda, Clarifications, Questions		8		1
	Bid Opening and Award		8		1
	Bid Tabulation and Evaluation	4	8		2
	Contract Document Preparation	1	4		8
	Grant Application	1	2	4	
	Total hours	6	30	4	12
4	Construction Administration				
	Preconstruction Meeting	1	8		
	Administration	8	64		4
	Engineer Site Visits	8	36		
	Shop Drawing/Mix Design Reviews	1	8	4	
	Final Inspection		8		
	Total hours	18	124	4	4

**Cullman Regional Airport
Terminal Apron Rehabilitation**

**Plan Sheet List
Goodwyn Mills and Cawood, LLC**

Project Design Plan Sheets

Qty	Sheet	Project Manager	Civil Engineer	Civil Engr Intern
1	Title Sheet		2	4
2	Project Layout and Construction Safety Plan	1	16	16
3	Phasing Plan	2	24	16
3	Project Notes	1	8	8
1	Summary of Quantities	2	8	12
3	Typical Sections/Details	3	24	24
1	Demo Sheet	1	12	16
1	Apron Plan Sheet	2	16	24
1	Marking Plan	1	6	12
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		13	116	132

**Cullman Regional Airport
Terminal Apron Rehabilitation**

**Additional Services
Goodwyn Mills and Cawood, LLC
Project Inspection, Testing and Close Out**

Project Time: 45 Calendar Days

Description	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Total
Senior Inspector	16	\$ 31.93			\$ 511
Engineer - close out	12	\$ 41.16			\$ 494
Total Direct Labor					\$ 1,005
Combined Overhead		189.15%			\$ 1,901
					\$ 2,905
		Operating Margin	10%		\$ 291
		FCCM	0.21%		\$ 2
				Subtotal	\$ 3,198
 Out-of-Pocket Expenses:					
		<u>Trips</u>	<u>Miles</u>		
Subcontractors		2	120	\$ 0.625	\$ 150
BECC - Inspection/Testing					\$ 30,936
5% Subconsultant Management Fee					\$ 1,547
				Subtotal	\$ 32,633
				Estimated Inspection, Testing and Close Out Fee	\$ 35,831



LISA K. MORRISON
CEO
MARTIN T. BURFORD, P.E.
President
RICHARD A. RHINEHART, P.E.
Senior Vice President

November 17, 2022

Ms. Natalie Hobbs
Senior Engineer, Aviation
2400 5th Avenue South
Suite 200
Birmingham, Alabama 35233

Subject: Proposal for RPR Services and
Quality Assurance Testing for the
Terminal Apron at the
Cullman Regional Airport (Folsom Field KCMD) in
Cullman, Alabama
BECC Proposal Number: Q1-22155r

Dear Ms. Hobbs:

BECC, Inc. appreciates the opportunity to submit our proposal for the subsurface geotechnical investigation for the subject project. BECC is a certified testing laboratory with certifications from several independent national organizations and meet the requirements of ASTM E 548. Our technicians and inspectors are certified in materials testing by ACI, NICET, AWS, FAA and ALDOT.

1.0 PROJECT DESCRIPTION

The project will consist of the construction of the Terminal Apron at Cullman Regional Airport (Folsom Field KCMD) in Cullman, Alabama. Based on our discussion, the project will consist of the following:

- Quality Assurance Testing
- RPR Services

2.0 QUALITY ASSURANCE TESTING

BECC will be required to develop a Quality Assurance Program which will outline the Quality Assurance testing to be performed. BECC will follow this program to provide the QA testing. Based on our understanding of the project, we anticipate the following inspection and testing services may be required:

- Concrete Testing (cylinders)

2.1 Cost of Services

The cost of our services will be based on the amount of work necessary to perform the QA services for the project and are presented in an estimated budget attached. If conditions change that will warrant addition fees, BECC will obtain authorization prior to proceeding with the work.

Our technician will have a daily time ticket that will be uploaded for each day we are onsite. We will invoice you based on these tickets. We hope this will make it easier for you to keep track of your budget.

3.0 RESIDENT PROJECT REPRESENTATIVE (RPR)

We understand that BECC will be required to perform the onsite RPR services per the project specifications and required by the engineer. We anticipate the following inspection and testing may be required:

- Determination of Unsuitable Soil
- Proofroll Observations
- Compaction Testing During Grading
- Compaction Testing for Placement of Base
- Concrete Testing
- RPR Services in accordance with the engineer which may include:
 - Attend and schedule of progress/coordination meetings.
 - Review the progress schedule, schedule of submittals and schedule of values prepared by the Contractor and consult with the engineer concerning their acceptability.
 - Serve as the engineer's liaison with the contractor superintendent and assist the superintendent in understanding the intent of the Contract Documents.
 - Provide the engineer access to daily progress reports.
 - Review submittals submitted by the contractor.
 - Review of work, rejection of defective work, inspection and materials testing for QA Tests.
 - Discuss with contractor the engineer's interpretations of the contract documents.
 - Consider contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the engineer.
 - Maintain at the job site orderly files for correspondence, reports of job conferences, submittals and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, daily progress reports, test reports and other project related documents.
 - Keep a Daily Diary, recording hours on job site (include RPR's), weather conditions, work force, equipment in use and idle, data relative to questions of extras or deductions, list of visitors, daily activities, decisions, observations in general and specific observations in more detail

- including test reports and site photos.
- Review and approve contractor pay requests for compliance and forward a copy of the approved payment to the engineer.
 - Interview the Contractor's employees and determine whether the contractor is compensating employees in accordance with the wage rates contained in the contract documents.
 - Conduct the final (or partial if applicable) construction inspection in accordance with specifications and engineer's guidance.

3.1 Cost of Services

The cost of our services will be based on the amount of work necessary to perform the RPR services for the project and are presented in an estimated budget attached. If conditions change that will warrant addition fees, BECC will obtain authorization prior to proceeding with the work.

4.0 CLOSING AND AUTHORIZATION

We appreciate the opportunity to continue our good working relationship with GMC. We will provide practical, cost-effective recommendations based upon our experience in the area.

If you have any questions or need additional information, please contact us at your convenience.

Respectfully submitted,

BECC, Inc.



Marty Burford, P.E.
President

ESTIMATED BUDGET AND UNIT FEES
 for RPR and QA Services for the
 TERMINAL APRON at the
 CULLMAN AIRPORT
 Cullman, Alabama
 BECC Proposal Number Q1-22155r
 November 17, 2022



	Weeks	Hours/Week	Units	Unit Cost	Total
RPR Services - 6 weeks - Daytime Work					
RPR - Reg Time (40 per week)	6	40	hours	\$95.00	\$22,800.00
RPR - Overtime (Over 40 per week)	6	0	hours	\$142.50	\$0.00
QA Inspections (Concrete Testing)					
Senior Engineering Technician	0	16	hours	\$65.00	\$0.00
Concrete Cylinders / Compressive Strength	6	10	cylinders	\$12.00	\$720.00
Miscellaneous					
Mileage	6	10	trips	\$35.00	\$2,100.00
Equipment/ Nuclear gauge	6	5	days	\$25.00	Included
Project Management/Report Review and Signature by a P.E. (15% Field and Lab)					\$3,843.00
Administrative Fee (5% Subtotal)					\$1,473.15

ESTIMATED BUDGET **\$30,936.15**

Notes:

Budget is based on the schedule given of 45 days (6 weeks). Actual time may vary.
 Minimum call-out time is four (4) hours per call-out.
 All unit rates for equipment rental are charged in addition to personnel rates.
 Overtime will be charged at a rate of 1.5 times the hourly rate for any hours over 40 hours per week or weekends.
 National Holidays will be billed at 2 times the prorated hourly rate.

Resolution 2023-11

Rebuild Alabama Act Grant (RAA)

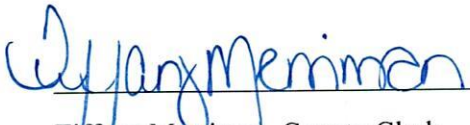
WHEREAS, the Cullman County Commission is eligible to submit an application for funding through the Alabama Department of Transportation (ALDOT) for the Rebuild Alabama Act (RAA) Annual Grant Program. The RAA Annual Grant Program was established by Legislative Act #2019-2. The program allocates no less than \$10 million annually to eligible projects as identified by ALDOT during a fiscal year.

WHEREAS, the Cullman County Commission's grant application will be for \$250,000. The project will be for the resurfacing of County Road 1282 (34.285111, -86.912732). The project will start at County Road 1223 and run 2.42 miles ending at U.S. Highway 31.

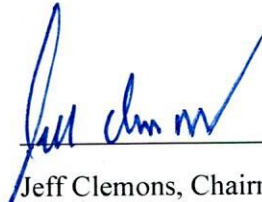
WHEREAS, Chairman Jeff Clemons is hereby authorized and directed to submit the said grant on behalf of the Cullman County Commission and sign all documents relating to this grant application.

Passed, adopted, and approved on the 10th day of January 2023.

Attest:



Tiffany Merriman, County Clerk



Jeff Clemons, Chairman



Kerry Watson, Commissioner, Place 1



Garry Marchman, Commissioner, Place 2



Kelly Duke, Commissioner, Place 3



Corey Freeman, Commissioner, Place 4



[Click Here To Pay Online!](#)

Invoice	
Customer	Cullman County Commission
Customer Number	60012
Invoice Number	16760413
Invoice Date	12/23/2022
PO Number	60281
PAYMENTS APPLIED THRU	12/23/2022
Job / Service Ticket #	686942

CURRENT CHARGES

Quantity	Description	Rate	Amount
Cullman County Commission - 500 2nd Ave SW, Cullman, AL			
0.00	System Sale	\$28,526.63	\$28,526.63
		Subtotal:	\$28,526.63
	Tax		\$0.00
	Payments/Credits Applied		\$0.00
		Invoice Balance Due:	\$28,526.63

IMPORTANT MESSAGES

Invoice is for the installation of upgrades to existing system per contract terms. Thank you for your business

Please detach and return this portion with your payment to ensure proper credit.



Cullman County Commission
500 2nd Ave SW
Rm 105
Cullman, AL 35055

REMITTANCE INFORMATION	
Customer Number	60012
Invoice Number	16760413
Invoice Date	12/23/2022
Terms	Net Due 30 Days
Invoice Balance Due	\$28,526.63
TOTAL DUE	\$28,526.63
Amount enclosed:	

REMIT TO: ADS Security, LLC
P.O. Box 531687
Atlanta, GA 30353-1687

STATE OF ALABAMA)
)
COUNTY OF CULLMAN)

EVENT AGREEMENT

THIS EVENT AGREEMENT (“Agreement”) is entered into as of this the 10th day of January, 2023, by and between CULLMAN COUNTY COMMISSION, the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (the “County”) and LOOMIS BROTHERS CIRCUS (“LOOMIS BROTHERS”) (hereafter individually a “Party” and collectively the “Parties”);

WITNESSETH:

WHEREAS, the County desires to promote events that are of interest and benefit to the residents of Cullman County, to expand tourism to Cullman County, and otherwise to enhance economic opportunities for the benefit of the County, its residents and local businesses; and

WHEREAS, the County has determined that holding the Loomis Brothers Circus Event (the “Event”) together with a variety of other events in Cullman, will benefit the County and assist in accomplishing the County’s desires and goals; and

WHEREAS, the County is the owner of that certain property located at 17465 US Hwy 31, Cullman, Alabama 35058 in County of Cullman, State of Alabama, more specifically Cullman County Agricultural Trade Center (the “Premises”); and

WHEREAS, Loomis Brothers desires to produce and conduct an Event, the Loomis Brothers, beginning on a date referenced herein; and

WHEREAS, Loomis Brothers asserts that it is qualified to perform general tasks associated with the event to be produced under this agreement and acknowledges that in performing those tasks it will become acquainted with all methods and procedures; and

WHEREAS, the County and Loomis Brothers have agreed that Loomis Brothers shall

produce and conduct an Event in designated areas on the Premises within Cullman County on the terms and conditions memorialized in this Agreement; and

WHEREAS, Loomis Brothers does hereby certify that Loomis Brothers currently maintains any and all licenses, permits, or qualifications for such events and qualified to perform such events.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I – Authorizations

The County hereby authorizes Loomis Brothers to conduct an Event for 2023 at the times and in accordance with the terms and conditions of this Agreement (the “Authorization”) to be located on the Premises in areas designated by County. The Authorizations are effective upon the approval of this Agreement by the Cullman County Commission, but is subject to revocation, effective upon a termination of this Agreement.

1.1 Profit Distribution. The Parties agree that each other shall receive certain distributed cash generated by the Event and related rights in accordance with the terms set forth herein as follows:

1.1.1 County. The County shall receive a flat fee of Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) in exchange for the rental of the Premises. The County shall provide Loomis Brothers access to the Premises from 12:00 a.m. on February 3, 2023, until 12:00 a.m. on February 5, 2023. Loomis Brothers shall retain all rights to all box office revenue generated during the Event.

ARTICLE II – Contract Term

The effective date of this Agreement is the date when it is approved by the Cullman County Commission, and it shall expire following the Event at 12:00 a.m. on February 5, 2023 (the “Term”), unless otherwise terminated pursuant to Article VIII of this Agreement.

ARTICLE III – Parties' Rights and Obligations

3.1 County's Obligations. The County shall provide Loomis Brothers with adequate space at the Premises to park all of their vehicles. Additionally, the County shall provide Loomis Brothers with water hookup for the Event. The County shall allow Loomis Brothers to set up one hundred fifty (150) chairs for ringside VIP's, with the chairs to be provided by the County.

3.2 Loomis Brothers' Obligations. Loomis Brothers will at its sole expense (i) conduct the Event on the date set forth herein or otherwise agreed upon in writing, to the highest and best standards of a Circus or Family show, and any applicable law; (ii) secure such licenses or other arrangements as necessary for the conduct of the Event, (iii) secure such resources (both equity and debt) and personnel, as are necessary to comply with its obligations under this Agreement, (iv) adequately advertise and promote the Event. By way of example (but not limited to), Loomis Brothers will solely and exclusively be responsible for (a) the cost of acquiring, transporting, installing, maintaining, removing and storing all event-related materials belonging to Loomis Brothers, (b) all other costs not specifically the obligation of the County hereunder of or relating to creating the Premises, conducting the Event and complying with the Event.

3.2.1 Event Work Product. The Parties acknowledge and agree, unless specifically stated otherwise, that any and all products of the work performed by Loomis Brothers and developed for the Event under this Agreement, including without limitation, trademarks, logos, trade names, copyrightable materials (including drawings, artwork, videos, photographs, blue prints, maps, and website content), inventions, and other intellectual property and propriety rights of any kind, nature or description, may be used by County for the promotion, advertising, or betterment of County or the Event. Loomis Brothers hereby assigns, transfers, and conveys to the County all of Loomis Brothers now existing and hereafter arising right, title, and interest in, to and under all Event Work Product thereby granting to County a paid-up, royalty-free, world-wide license and right to use the Event Work Product for the promotion, advertising, or betterment of

County or the Event.

3.3 Promotional Activities.

3.2.1 Advertising and Public Relations.

(a) Loomis Brothers at its sole expense shall work with County to advertise and promote Cullman County, as well as, the Event.

(b) Loomis Brothers shall consult with the County about locations in Cullman County where Loomis Brothers intends to advertise, and shall be subject to applicable laws and any existing process permits, fees and approval requirements for the installations of any advertisements.

(c) County may at its sole expense provide additional advertisement to promote Cullman County as well as the Event.

3.4 Construction and Tear Down of Event Improvements. Loomis Brothers agrees that they are responsible for any and all equipment that Loomis Brothers, their group, representatives and/or exhibitors brings to the site of the Event. Loomis Brothers are responsible for the set-up and tear down of all equipment and for property damage and/or personal injury which may arise as a result of faulty, improperly placed equipment and or negligence on the part of Loomis Brothers, and shall hold County, its elected and appointed officials or representatives, employees and agents harmless from any such claims. Any and all alterations and improvements, which are affixed or become affixed to the Premises shall become the property of the County and shall not be removed by Loomis Brothers.

ARTICLE IV – Event

Except as otherwise provided herein, commencing in 2023, or as otherwise mutually agreed, the Events period for the Circus or Family Show Event is hereby mutually agreed upon and shall be conducted on: Friday, February 3, 2023; Saturday, February 4, 2023; Sunday, February 5, 2023.

ARTICLE V – Representations and Warranties

5.1 By Loomis Brothers. Loomis Brothers hereby represents and warrants that:

5.1.1 Loomis Brothers is an incorporated company duly organized under the law and existing in good standing.

5.1.2 Loomis Brothers has the legal authority to perform all of the acts assigned to it by and under this Agreement and all other documents contemplated hereby, and the person executing this Agreement on behalf of Loomis Brothers is duly authorized to do so and to full and firmly bind Loomis Brothers to the terms and provisions of this Agreement and all such other documents. The execution and delivery of this Agreement by Loomis Brothers will not violate any provisions of applicable law, or any judgment, decree, order or agreement to which Loomis Brothers is a party or by which Loomis Brothers is bound.

5.1.3 There are no pending or to the best of Loomis Brothers' knowledge any threatened actions or proceedings before any court or administrative agency to which Loomis Brothers is a party that questions the validity of this Agreement or any document contemplated hereunder, or that appear likely, in any case or in the aggregate, to materially affect Loomis Brothers' performance of its obligations under this Agreement.

5.1.4 Any financial, insurance, or other material required were true and complete as of the date of each, and there have been no material adverse changes in same.

5.1.5 Loomis Brothers agree that this Circus or Family show shall be conducted in a manner that the tigers shall remain inside of an enclosure the entire time that they are present on the Premises, more specifically, certain property located at 17465 US Hwy 31, Cullman, Alabama 35058 in County of Cullman, State of Alabama, known as the Cullman County Agricultural Trade

Center. The enclosure shall contain the animal on the bottom, all four sides, as well as on the top, in an effort to promote spectator safety.

5.2 By County. The County hereby represents and warrants that:

5.2.1 The County is the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama.

5.2.2 There are no pending or to the best of the County's knowledge any threatened actions or proceedings before any court or administrative agency to which the County is a party that questions the validity of this Agreement or any document contemplated hereunder, or that appear likely, in any case or in the aggregate, to materially affect the County's performance of its obligations under this Agreement.

ARTICLE VI – Indemnification

6.1 Loomis Brothers shall indemnify the County, its elected and appointed officials, employees or authorized agents, or their insurers, and hold harmless from and against any and all claims, demands, actions, suits or proceedings at equity or law asserted by third parties for damages, losses, liabilities, liens, or costs of any kind or type (including without limitation reasonable attorneys' fees as and when incurred) (hereafter collectively "Claims"), that arise from (i) a material breach by Loomis Brothers or any of its officers, employees, volunteers, or authorized agents of any covenant, obligations, representation or warranty set forth in this Agreement or; (ii) any claims for the negligence, wantonness or willful misconduct by Loomis Brothers or any of its officers, employees, volunteers, authorized agents, licensees, contractors, subcontractors, or concessionaires, in connection with the Event, Construction or Tear Down; (iii) any defective or dangerous condition or any occurrence within the area perimeter, whether or not proximately

caused by or attributable to any act or omission by the County or its elected or appointed officials, authorized agents or licensees unless such act or omission by the County, its elected or appointed officials, or its authorized agents or licensees was intentional or the result of the gross negligence of any of them; (iv) any and all claims that may be related to COVID-19.

ARTICLE VII – Insurance

7.1 Loomis Brothers shall procure and maintain the following insurance coverages (or any higher or broader coverages required), for which the term shall commence on the date the Event is scheduled to begin and terminate on the date the final Event is scheduled.

7.1.1 Workers compensation insurance in the amount(s) required under and in accordance with the State of Alabama’s statutory requirements and Employer’s Liability insurance.

7.1.2 General commercial and automobile liability insurance with combined single limits of not less than One Million (\$1,000,000.00) and NO/100 Dollars per occurrence with general aggregate limits being unlimited for events and activities related to or arising from the Event. The policy or policies shall contain endorsements identifying the County’s elected and appointed officials and employees, volunteers, and Event spectators and participants as additional insureds (hereafter “Insured Parties”) with respect to all covered events. Loomis Brothers’ insurance coverage shall be deemed primary insurance coverage for the Insured Parties, and any insurance or self-insurance carried by the Insured Parties shall be excess coverage and shall not contribute to Loomis Brothers’ coverage limits.

7.2 All insurance policies procured pursuant to this Article shall be obtained from nationally-recognized insurance carriers that are qualified and licensed to write insurance in

Alabama.

7.3 All insurance policies procured pursuant to this Article shall provide that they may not be cancelled or materially changed in any respect unless the County is given at least Forty-Five (45) days, prior written notice of any default or material change.

7.4 Loomis Brothers shall require that each of its contractors, subcontractors, licensees and concessionaires carry general commercial liability, worker's compensation and employer's liability insurance coverage with the same limits, terms and conditions as applicable to Loomis Brothers. Such insurance policies shall be in place no later than Ten (10) days in advance of any contractors, subcontractors, licensees or concessionaires commencing any activity pertaining to the Event.

7.5 Loomis Brothers shall provide copies of certificates of insurance to County. All policies and coverages are subject to the final approval of the County.

7.6 The policy limits described in this Article may be reviewed by the County, who may thereafter request increases in applicable limits, and Loomis Brothers shall comply with all such requests that are commercially reasonable and based on a good faith reason(s). If at any time the County determines that the amounts of insurance or types of coverage required hereunder do not meet commercially reasonable standards for the undertakings required by this Agreement, upon Thirty (30) days prior notice, the County may direct Loomis Brothers to secure such other amounts or coverages. In addition, should there be a change in applicable law regarding the amounts or types of coverages or policies required, beyond or above those required hereunder, Loomis Brothers shall, to the extent so required, comply in a timely fashion.

ARTICLE VIII – Termination

8.1 Termination.

8.1.1 County may terminate this Agreement upon giving written notice to Loomis

Brothers as provided herein under the following circumstances: (i) Loomis Brothers is in material breach of any conditions or obligation hereunder, and fails to cure such default (a) as to any payment or insurance obligation, within Five (5) days of written notice from the County, or (b) as to any other default, within Thirty (30) days after written notice from the County; (ii) the County determines, in its reasonable judgment, that the cost of the Event is unacceptably high or the monetary benefit is insufficient to continue, or (iii) Loomis Brothers makes a voluntary assignment for the benefit of its creditors, or files a voluntary petition for bankruptcy protection, or is the subject of any involuntary petition for bankruptcy.

8.1.2 Both County and Loomis Brothers may cancel the Event, without penalty, if the Event is canceled more than Thirty (30) days before the scheduled Event, however said Event may be rescheduled at a mutually agreeable time.

8.1.3 Any termination shall (i) be exercised in writing within Fourteen (14) days of a determination that a default has occurred under one or more of such terms, and (ii) be effective either immediately.

8.1.4 This Agreement may be terminated jointly by written agreement of the Parties at any times. In addition County will have the right to terminate this Agreement at any times, provided that (i) County provides written termination notice within Fourteen (14) days before the Event.

ARTICLE IX – Miscellaneous

9.1 Notices. All notices required hereunder shall be in writing and shall be given by delivering same personally to an authorized person as provided herein, by mailing same by certified mail return receipt requested, or by causing same to be delivered the next business day by a nationally recognized courier service signature required. If to Loomis Brothers, notices shall

be given to:

Loomis Brothers Circus
P.O. Box 1471
Bushnell, Florida 33153

If to the County, notices shall be given to:

Cullman County Commission
500 Second Avenue, S.W.
Cullman, Alabama 35055

with a copy to:

Chairman, Jeff Clemons
500 Second Avenue, S.W.
Cullman, Alabama 35055

with a copy to:

Emily Niezer Johnston
Attorney for Cullman County
500 Second Avenue, S.W., Room 110
Cullman, Alabama 35055

Either party may change its address for notices by providing the other Party with written notice as provided herein, which notice shall be effective upon receipt.

9.2 Assignment: This Agreement may not be assigned by either Party without the express written advance consent of the other Party, which consent may not be unreasonably withheld. Any change in the control of Loomis Brothers by any means, whether by a single transaction or a combination of transactions, shall constitute an assignment of this Agreement for purposes of this Paragraph. Any changes in the ownership of Loomis Brothers or its Affiliates from the disclosure provided prior to the date hereof must be disclosed to the County at least Seven (7) days prior to the effective date of such change (other than changes resulting from death). Any assignment of this Agreement contrary to this Paragraph, whether voluntary or involuntary, shall be void and shall confer no rights upon an assignee.

9.3 Waiver: The waiver by either Party of a material breach by the other Party of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition or provision of this Agreement, nor shall any failure by either Party to comply with or satisfy any of the covenants, conditions or provisions of this Agreement be construed as in any manner changing the terms hereof or prevent either Party from enforcing the full provisions hereof. The terms of this Agreement may not be changed or altered in any manner whatsoever except by a written agreement signed by both the County and Loomis Brothers.

9.4 Relationship of the Parties: This Agreement does not in any way constitute either Party the agent, employee or legal representative of the other Party for any purpose whatsoever except as expressly provided herein. The Parties are in all respects independent contractors and nothing contained in this Agreement shall create or be construed as creating a partnership or joint venture between them, and neither Party is authorized to or shall act toward third parties or the general public in any manner that would indicate such a relationship with the other Party. The County shall not be responsible for any debts incurred by Loomis Brothers in connection with or related to the Event. Nothing contained in this Agreement shall be deemed to confer upon any other Person the rights of a third party beneficiary.

9.5 Alabama Law: This Agreement shall be deemed to have been executed, delivered and performed in the State of Alabama, and it shall be governed by and interpreted in accordance with the laws of the State of Alabama without regard to its conflicts law. Loomis Brothers hereby consents to the jurisdiction of the Courts of the State of Alabama. Venue for any action brought in state courts shall be in a court of competent jurisdiction in Cullman County.

9.6 Compliance with laws: Loomis Brothers shall at all time when performing its obligations under this Agreement comply in all material respects with applicable laws, ordinances, rules, regulations and codes of the City and County of Cullman, State of Alabama, the United States of America and all agencies and authorities having jurisdiction thereof. Loomis Brothers further agrees to indemnify, save and hold harmless, the County, its elected and appointed officials, employees or authorized agents, or their insurers, their representatives, from any loss, cost, expense, or damage, including reasonable attorney's fees caused by any breach, violation of any such laws, rules and regulations including any laws, rules or regulations related to Covid-19.

9.7 Integrated Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered hereby, except as otherwise expressly provided or referenced herein, and there are no binding oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. The Parties hereby acknowledge and agree that this Agreement expressly contemplates the creation of certain documents and agreements.

9.8 Amendments: This Agreement may not be amended except by a written instrument executed by the County through its designated representative(s).

9.9 Interpretation: The headings that have been used to designate the various articles and sections of this Agreement are solely for convenience in reading only and for ease of reference and shall not control or affect the meaning or construction of any of the provisions of this Agreement. When the context so requires, words or terms contained herein in the singular shall be deemed to be plural, and vice versa.

9.10 Severability: Should any provision of this Agreement be declared unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall

continue in full force and effect. The County and Loomis Brothers further agree that if any provision contained herein, to any extent, is held invalid or unenforceable in any respect under the laws governing this Agreement, the County and Loomis Brothers shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties. In the alternative to the Parties agreeing to an amendment or modification to render the remaining provisions of this Agreement enforceable, a court of competent jurisdiction may revise any unenforceable provisions to the extent required to make them enforceable.

9.11 Affirmation and Representation by Independent Legal Counsel and Construction of Agreement: The Parties, and each of them, independently represent and warrant that they consulted with their respective counsel (or had the opportunity to consult with their respective counsel) in connection with the drafting, negotiation and execution of this Agreement, that they fully understand their rights and obligations under this Agreement, that the provisions of this Agreement are reasonable and are intended to be enforceable, that they have discussed such rights and obligations with their respective attorneys and that they have carefully read and understand all provisions of this Agreement. The Parties further agree and acknowledge that each of them contributed to the drafting of this Agreement, and this Agreement shall not be construed against or interpreted to the disadvantage of any Party hereto by reason of such Party having structured, initially prepared or drafted it.

9.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and constitute one in the same Agreement.

9.13 Non-discrimination: In the performance of this Agreement, Loomis Brothers shall not discriminate against any employee or applicant for employment, against any person using or

desiring to use the premises, nor in the conduct of the Event on the basis of race, creed, sex, sexual preference, color, religion, political belief, age, disability or handicap, ethnicity or national origin. Notwithstanding the foregoing, the Parties hereby acknowledge that complying with applicable Beason-Hammon Taxpayer and Citizen Protection Act shall not be deemed a violation of this provision.

9.14 Beason-Hammon Taxpayer and Citizen Protections Act: Loomis Brothers shall insure that as a condition of conducting business with the State of Alabama or any subdivision, Loomis Brothers will sign a sworn affidavit stating they do not employ unauthorized workers and provide documentation that Loomis Brothers is enrolled in the E-Verify system.

9.15 Other Events. Nothing contained herein shall prohibit County from conducting any and all other events at Premises.

9.16 Retention of Records: Loomis Brothers shall retain and maintain all records and documents relations to this Agreement or any Material Agreement, including financial records related to revenues from concessions, ticket sales, sponsorships, media rights, intellectual property and other sources, for a minimum of Three (3) years from submittal of the final financial report or receipt of final payment with exception of the following qualifications, whichever is the latest: if any litigation, claim or audit is started before the expiration of the Three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. NOTE: Property/equipment records should be kept for Three (3) years from the date of disposition. Retention of records involving competitive bids should comply with Code of Alabama §41-16-54(e)(1975), as applicable, which requires a retention period of at least Seven (7) years.

9.17 Representatives Not Individually Liable: No member, elected and appointed officials, employees or authorized agents, insurers, representative, or volunteer of County shall be

personally liable to Loomis Brothers or any successor in interest in the event of any default or breach by Loomis Brothers for any amount which may become due to Loomis Brothers or its successor or on any obligations under the terms of the Agreement.

9.18 Prohibition. Both Parties agree that each other reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed material, product, conduct, sound level, etc.; and

9.19 Liens. Loomis Brothers hereby waives any and all liens to which it may be entitled or to which it will be entitled in the future. In the event that any lien is filed against the interest of the County by any contractor, subcontractor, materialman or laborer involved in the Event contemplated herein, such lien shall be removed by County within thirty (30) days of the date the same is or was filed; and

IN WITNESS THEREOF, the County and Loomis Brothers have hereunto set their hands and seals the day and year first above written.

Witness:



A handwritten signature in blue ink, appearing to read "Jeffery Memman", written over a horizontal line.

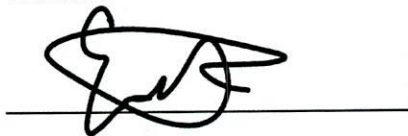
CULLMAN COUNTY COMMISSION:



A handwritten signature in blue ink, appearing to read "Jeff Clemons", written over a horizontal line.

JEFF CLEMONS
CHAIRMAN

Witness:



A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Loomis Brothers Circus:



A handwritten signature in black ink, appearing to read "Loomis Brothers", written over a horizontal line.

AGENT

ALABAMA DEPARTMENT OF YOUTH SERVICES
 AGENCY GRANT AGREEMENT
Fiscal Year 2021 – 2022 (Partial Year, July – September 2022)

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
 (Fiscal Agent, hereinafter called Recipient)

the annual amount of *One hundred fifty-three thousand eight hundred eighty-eight and no/100 dollars (\$153,888.00). (\$38,472 quarterly).*

These funds shall be used for non-residential diversion services for **Lauderdale County** youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the **Lauderdale County Juvenile Court (LCJC)** will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to **20** youth annually with an ongoing capacity of **10** youth at any given time. Thereby aiding in a reduction of county commitments to **DYS** (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), **DYS** will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

*The Lauderdale County Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to **DYS** commitment for youth within the Lauderdale County community. Lauderdale Co Juvenile Court and the Cullman Co Commission shall contract with The Bridge, Inc. to administer these services.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular **DYS**) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males / Females between the ages of 12 – 18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the **DYS** website
- Be developed by or in collaboration with the **Lauderdale County Juvenile Court (LCJC)**.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the **DYS** Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the **DYS** website. Each such completed annual report shall be made available to the Alabama Department of Youth

Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the **LCJC** and DYS acknowledge that this Award may be terminated at will by the **LCJC** or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a three-month period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, 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.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____
Steven P. Lafreniere
Executive Director

BY: _____
Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2022.

BY: 
Diversion Program (Director/Agent)

BY: 
Cullman County Commission (Fiscal Agent)

EMC Insurance Companies
PO Box 219637
Kansas City, MO 64121
Phone: (601)572-3823

Invoice		Page 1 of 1
Account Number	Date	
0322036	12/22/2022	
Balance Due On		
Upon Receipt		
Amount Paid	Amount Due	
	\$477,837.00	

Payment Due Upon Receipt

Cullman County Commission
500 2nd Ave SW
Cullman, AL 35055

Effective: 12/1/2022 to 12/1/2023

Item #	Description	Amount
Memo	2022- 2023 EMC Policies	\$477,837

Please make check payable to EMC Insurance Companies and mail to the above address.

Thank You!

BID SUBMITTAL FORM
Alabama County Joint Bidding Program
BID ITEM – HEAVY DUTY DUMP CHASSIS OPTION C

Company Name: KENWORTH OF BIRMINGHAM(TRUCKWORX)

Address: 2220 FINLEY BLVD; BIRMINGHAM, AL 35234

Bid Submitted by: JAY CALLAWAY
 (Name of company representative)

Title: VP OF GOVERNMENT AFFAIRS E-mail address: JONATHANC@TRUCKWORX

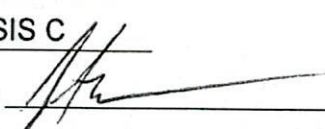
Office: 601.420.4476; Cell: 601.702.1923 Phone: _____ Fax: 205.909.4173

By submitting this bid, we agree:	Initials
That the equipment model number identified below meets the bid specs for this bid item	<u>JC</u>
That the bid price will be honored for all counties for the period from Jan. 1, 2023 to Dec. 31, 2023; however, the deadline to submit orders for calendar year 2023 will be <u>March 15, 2023.</u>	<u>JC</u>
That the equipment will be delivered at the bid price to all counties participating in the joint bid program <u>Please review Addendum A; at the bottom of page 1.</u>	<u>JC</u>
That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program	<u>JC</u>
That the bid is accompanied by a current catalog or model specification document for the model number identified below	<u>JC</u>
That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications	<u>JC</u>
That the bid includes the e-verify documentation required by Alabama law	<u>JC</u>
That, if awarded the bid, a performance bond will be provided upon request	<u>JC</u>
That an option sheet with individual pricing is attached	<u>JC</u>

Total Bid Price including options: \$ 213,500.00

Equipment Model #: T880(SETBACK AXLE) OR T880S (SET FOWARD AXLE)

Description: HEAVY DUTY DUMP CHASSIS C

Signature of company representative submitting bid: 

Title: Vice President of Government Affairs

Addendum A:

Due to OEM production constraints ACCA members will be limited to 71 build slots on this years contract. Order(s) will be recieved on a first come, first serve basis until all production slots are fulfilled. There may be additional allocation available so please call for those opportunities.

OPTION COST SHEET FOR HEAVY DUTY DUMP TRUCK CHASSIS OPTION C

<u>Options</u>	<u>Option Price</u>
Allison World 4500-RDS-6 six speed Automatic Transmission w/ 4.56 Rear Axle Ratio in place of 10 speed manual w/ 4.10 Rear Axle Ratio	\$ <u>10,892.00</u>
Eaton Fuller Ultrashift Plus 8LL transmission. Requires 1650 torque engine and optimized Rear axle ratio (4.10 or 4.30 depending on engine selection) (results in price reduction)	\$ <u>7,688.00</u>
Dual Exhaust in place of standard single exhaust	\$ <u>367.00</u>
Outside Aluminum wheels (6) on lift axle and rear axles in place of steel wheels	\$ <u>591.00</u>
425/65R22.5 Front Tires in place of 385/65R22.5 radials Bridgestone, Goodyear, or Yokohama	\$ <u>291.00</u>
Factory installed 23k lb. capacity non-steerable lift axle with Bendix LQ-5 Valve and dash mounted controls (flip valve, pressure regulator, & air pressure gauge) and (4) 295/75R22.5 virgin rubber 14 ply highway tread radial tires by Bridgestone, Goodyear, or Yokohama with (4) 22.5 x 8.25 steel disc wheels. 1yr/100k mile Factory warranty included.	\$ <u>5109.00</u>
Full truck kit/pintle hook prep package: includes tractor protection valve and gladhands ran To end of frame for safe trailer operation	\$ <u>425.00</u>
MX 13 L engine with set forward axle, 4.78 rear axle ratio, & straight bright finish bumper in place of X15 15L engine (results in price reduction)	\$ <u>4500.00</u>
7" Wide polished stainless steel tank straps with polished aluminum fuel tank	\$ <u>270.00</u>

NOTE: Award will be made on the basis of the total cost of the truck with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the truck, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the truck. There shall be no other deductions and no additions made to the truck by the purchasing county or by the vendor.

Equipment Model #: T880S (SET FOWARD AXLE), OR T880(SET BACK AXLE)

Description: HEAVY-DUTY DUMP CHASSIS

Signature of company representative submitting bid: _____

Title: VP OF GOVERNMENT AFFAIRS

BID SUBMITTAL FORM
Alabama County Joint Bid Program
BID ITEM – 16' DUMP BODY - OPTION E AUTOMATIC

Company Name: Childersburg Truck Service, Inc.

Address: 33790 U.S. Hwy. 280
Childersburg, Al. 35044

Bid Submitted by: Roger Justice
(Name of company representative)

Title: General Manager E-mail address: roger-justice@childersburg-trucks.com


Phone: 256-378-3101 Fax:

- | By submitting this bid, we agree: | Initials |
|--|-------------|
| That the equipment model number identified below meets the bid specs for this bid item | <u>RJ</u> |
| That the bid price will be honored for all counties for the period from January 1, 2023 to December 31, 2023. | <u>R.J.</u> |
| That the equipment will be delivered at the bid price to all counties participating in the joint bid program | <u>R.J.</u> |
| That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program | <u>R.J.</u> |
| That the bid is accompanied by a current catalog or model specification document for the model number identified below | <u>R.J.</u> |
| That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications | <u>R.J.</u> |
| That the bid includes the e-verify documentation required by Alabama law | <u>R.J.</u> |
| That, if awarded the bid, a performance bond will be provided upon request | <u>R.J.</u> |
| That an option sheet with individual pricing is attached | <u>R.J.</u> |

Total Bid Price including options: \$ 46,251.⁰⁰

Equipment Model #: 16' Maverick

Description: 16'x60" Maverick

Signature of company representative submitting bid: 

Title: General Manager

OPTION COST SHEET FOR 16' STEEL DUMP BODY – OPTION E (AUTOMATIC TRANSMISSION)


Tri Axle Option Items	Option Price
Silent Drive or Equal Lift Axle	\$ <u>5500.⁰⁰</u>
Four Steel Disc, Ten hole, hub piloted, bud style 22.5x8.25 wheels on lift axle	\$ <u>520.⁰⁰</u>
Four 11R22.5 recap tires on lift axle	\$ <u>984.⁰⁰</u>

<u>Other Options</u>	Option Price
High lift tail gate	\$ <u>1163.⁰⁰</u>
Bed body vibrator	\$ <u>819.⁰⁰</u>
25-ton heavy duty Pintle Hitch	\$ <u>1450.⁰⁰</u>
Chip Spreader bar mounted	\$ <u>435.⁰⁰</u>

NOTE: Award will be made on the basis of the total cost of the machine with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the machine, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Equipment Model #: 16' Maverick

Description: 16' X 40" Maverick

Signature of company representative submitting bid: 

Title: General Manager

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-29-22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X

Transfer to other County Entity: _____

Type of Disposal: GovDeals 1 Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____

Property Decal #: _____

Serial # or VIN: _____

Tag # _____

Description: Transmission Torque Shift Core

Reason for disposal: No longer needed

Department: Worship

Department Head Signature: Joey Smith

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-29-22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: 2720

Property Decal #: 1702

Serial # or VIN: A91037630

Tag # _____

Description: Hyster Packer - Roller 6530A

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Bryan Chestwood

Transferred to: _____

Department Head Signature: _____

For Office Use:

Verified: HL

Date: 12-29-22

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-29-22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X

Transfer to other County Entity: _____

Type of Disposal: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____

Property Decal #: _____

Serial # or VIN: NA

Tag # _____

Description: Duramax Engine Core 6.6 Liter Diesel

Reason for disposal: no longer needed

Department: budget

Department Head Signature: Jody Smith

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12/29/2022

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: na Property Decal #: _____

Serial # or VIN: na Tag # _____

Description: These are non-inventoried items: 21 chairs, 1 scanner, 4 AC units, 3 shelves, 1 Ice mac
1 ping pong table, 14 tables, 6 filing cabinets, 1 refrigerator, 2 desks, 4 treadmills, 2 fax
2 exercise bikes

Reason for disposal: No longer needed

Department: Commission on Aging, Courthouse

Department Head Signature: Stephanie Lawson

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 1/3/2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: x Transfer to other County Entity: X

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: Transfer to Airport (Ben Harrison)

Asset #: _____ Property Decal #: _____

Serial # or VIN: 2G1WG5EK6B1268789 Tag # 51478CO

Description: 2006 Impala Silver

Reason for disposal: No longer needed

Department: Commission

Department Head Signature: John Bullard

Transferred to: Airport

Department Head Signature: Ben Harrison

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 12-29-22

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: GovDeals X Scrap _____ Sealed Bid _____

To be Donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: _____ Tag # _____

Description: Misc filters 74 - total

Reason for disposal: _____

Department: Ward 1

Department Head Signature: Jody Smith

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Fixed Asset Detail

Asset number/description/status 3393 2018 GMC TERRAIN COST IS FMV & Active

\$5000 FOR EQUIP (BRAD WILLIAM)

- General
- Detail**
- Acquisitions/Disposals
- Notes
- Transfer History
- Depreciation History
- Tracking History
- Documents

Model number		Serial number	3GKALMEV1JL344100	
Manufacturer		Bar code	0000002042	
Asset group	600	CARS AND TRUCKS	Location	135 INDUSTRIAL DEVELOP
Asset class	5	Mobile Equipment	Building	135 135
Department/function	51955	INDUSTRIAL DEVELOP	Room	63037CO

Consider

**BRYAN
CHEATWOOD**
County Engineer

bchcatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

December 29, 2022

Proposed considerations for upcoming Commission meeting on January 10, 2023.

- Proposed plat Flat Rock Cove. A major subdivision containing 11 Lots located off County Road 931.

**BRYAN
CHEATWOOD**
County Engineer

bcheatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

December 28, 2022

Proposed considerations for upcoming Commission meeting on January 10, 2023.

- Proposed plat Serenity Pointe Cabins. A major subdivision containing 12 Lots located off County Road 338.

Jeff Clemons
Chairman

John Bullard
County Administrator



Kerry Watson
Associate Commissioner, Place 1

Garry Marchman
Associate Commissioner, Place 2

January 4, 2023


Cullman County Commission
500 2nd Ave SW Room 105
Cullman, AL 35055

Re: BID NO. 1384

Pyro Shows of Alabama
3325 Poplar Lane
Adamsville, AL 35005

Dear Sirs:

The intent of this letter is to extend Bid No. 1384, for the fireworks display for the 4th of July Celebration at Smith Lake Park, awarded to your company at the current bid price and specifications for one year. All terms and specifications of the original bid remain in effect.


Doug Davenport,
Cullman County Park Director

Accepted by: Lansden E. Hill, Jr by LB

Dated: 01 /04 /2023

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

This Agreement made on Feb 15, 2023 by and between PYRO SHOWS OF ALABAMA, INC., a Alabama Corporation, whose address is 3325 Poplar Lane, Adamsville, AL 35005, and hereinafter referred to as "PYRO SHOWS" and Cullman County Commission with its principal place of business located at 500 2nd Ave. SW Cullman, AL 35055 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **2023 AL 7-04-Custom-32000-000034** dated **Feb 15, 2023**. The Show will be given on **July 4, 2023**. Rain date/postponement date: **July 5, 2023**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Cullman County Commission shall pay PYRO SHOWS \$ 32,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 32,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 0% deposit (\$ 0.00) upon return of signed contract by **March 17, 2023**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

**PYRO SHOWS OF ALABAMA, INC.
Contract Agreement**

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF ALABAMA, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF ALABAMA, INC.

BY: Michael Walden by EB
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

DATE: Mar 01 2023 17:03 EST

CUSTOMER

BY: Jeff "Clem" Clemons Jeff "Clem" Clemons Chairman DATE: Feb 24 2023 09:21 EST
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.