

# Amendment 909

## **Administration of county affairs.**

(a) Except where otherwise provided for or specifically prohibited by the constitution or by general or local law and subject to the limitations set forth herein, the county commission of each county in this state may exercise those powers necessary to provide for the administration of the affairs of the county through the programs, policies, and procedures described in subsection (b), subject to the limitations set forth in subsection (c).

(b) Subject to the limitations of subsections (a) and (c), each county commission in the state may establish:

(1) Programs, policies, and procedures relating to county personnel, including: Establishment of a county personnel system; the provision of employee benefits; allowing a deputy to be given his or her badge and pistol upon retirement; creating employee incentive programs related to matters such as attendance, performance, and safety; creating incentive programs related to the retirement of county employees; and creating employee recognition and appreciation programs.

(2) Community programs to provide for litter-free roadways and public facilities and public property and subject to any limitations in general law, programs related to control of animals and animal nuisances, provided no programs shall: a. result in the destruction of an animal unless required by the public health laws of the state; or b. relate to or restrict the use of animals for hunting purposes or the use of animals being raised for sale or kept for breeding, food or fiber production purposes, or otherwise used in connection with farming, poultry and egg, dairy, livestock, and other agricultural or farming operations.

(3) Programs related to public transportation and programs to promote and encourage safety when using public roads and rights-of-way, provided the programs do not in any way conflict with general law.

(4) Programs related to county offices, including one-stop tag programs; commissaries for inmates at the county jail; disposal of unclaimed personal property in the custody of the county; management of the county highway department; automation of county activities; and establishment of unit or district systems for the maintenance of county roads and bridges. Programs involving the operation of the office of an elected

county official may only be established pursuant to this subdivision with the written consent and cooperation of the elected official charged by law with the responsibility for the administration of the office.

(5) Emergency assistance programs, including programs related to ambulance service and programs to improve county emergency management services.

(c) Nothing in this amendment may be construed to provide a county commission any authority to levy or assess a tax or fee or to increase the rate of any tax or fee previously established, or to establish any program that would infringe on a citizen's rights with respect to the use of his or her private property or infringe on a right of a business entity with respect to its private property. Except as authorized in subdivision (4) of subsection (b), nothing in this amendment shall authorize the county commission to limit, alter, or otherwise impact the constitutional, statutory, or administrative duties, powers, or responsibilities of any other elected officials or to establish, increase, or decrease any compensation, term of office, or expense allowance for any elected officials of the county.

(d) Any programs, policies, or procedures proposed for adoption by the county commission pursuant to the authority granted under subsection (a) shall only be voted on at a regular meeting of the county commission. Prior to the adoption of the programs, policies, and procedures, the county commission shall provide notice of its intention to consider the matter by announcing at a regular county commission meeting that the matter will be on the agenda at the next regular meeting of the county commission and that any members of the public desiring to be heard on the matter will be granted that opportunity at the meeting where the matter will be considered. Notice of the meeting at which the matter will be considered by the county commission shall be given in compliance with the notice requirements for county commissions provided in the general law. Nothing herein shall authorize a county commission to supersede, amend, or repeal an existing local law.

(e) The provisions of this amendment shall not apply to Jefferson County.<sup>[1]</sup>

**RESOLUTION NO. - 2023-26**

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1116 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 1116 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour set speed on said County Road 1116;

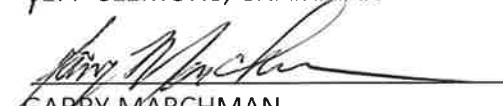
IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the   16th   day of May 2023.

ATTEST:

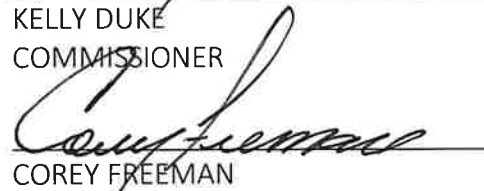
  
\_\_\_\_\_  
COUNTY CLERK

  
\_\_\_\_\_  
JEFF CLEMONS, CHAIRMAN

  
\_\_\_\_\_  
GARRY MARCHMAN  
COMMISSIONER

  
\_\_\_\_\_  
KERRY WATSON  
COMMISSIONER

  
\_\_\_\_\_  
KELLY DUKE  
COMMISSIONER

  
\_\_\_\_\_  
COREY FREEMAN  
COMMISSIONER



**Jeff Clemons**  
*Chairman*

**Kerry Watson**  
*Commissioner, District 1*

**Garry Marchman**  
*Commissioner, District 2*

**Kelly Duke**  
*Commissioner, District 3*

**Corey Freeman**  
*Commissioner, District 4*

**John Bullard**  
*County Administrator*

May 16, 2023

Chris Narcisse  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Chris Narcisse:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2023-24; 2024-25 project entitled Cullman County Youth Advocate Program, at an estimated annual total project cost of \$213, 272.00.

If approved for this funding, the Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

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

Jeff "Clem" Clemons  
Chairman

Jeff Clemons  
*Chairman*

Kerry Watson  
*Commissioner, District 1*

Garry Marchman  
*Commissioner, District 2*



Kelly Duke  
*Commissioner, District 3*

Corey Freeman  
*Commissioner, District 4*

John Bullard  
*County Administrator*

May 16, 2023

Chris Narcisse  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Chris Narcisse:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2023-24; 2024-25 project entitled Blount County Youth Advocate Program, at an estimated annual total project cost of \$99,064.00.

If approved for this funding, the Cullman County Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Clem Clemons", with a stylized flourish at the end.

Jeff "Clem" Clemons  
Chairman

Jeff Clemons  
*Chairman*

Kerry Watson  
*Commissioner, District 1*

Garry Marchman  
*Commissioner, District 2*



Kelly Duke  
*Commissioner, District 3*

Corey Freeman  
*Commissioner, District 4*

John Bullard  
*County Administrator*

May 16, 2023

Monica Rowland  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Monica Rowland:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2023-24; 2024-25 project entitled Jackson County Youth Advocate Program, at an estimated annual total project cost of \$144,676.00.

If approved for this funding, the Cullman County Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Clemons".

Jeff "Clem" Clemons  
Chairman

## TECHNICAL ASSISTANCE AGREEMENT

This Agreement is entered into by and between the **Alabama Department of Economic and Community Affairs**, hereinafter referred to as the “**Department**,” and **Cullman County**, hereinafter referred to as the “**Community**.” This Agreement is subject to the following terms and conditions as well as Attachment A (Scope of Work), which is hereby incorporated by reference as part of this Agreement.

1. **PURPOSE:** The purpose of this Agreement is to implement the Alabama Community Broadband Technical Assistance Program (“TAP”) project, as set forth in further detail in Attachment A (Scope of Work) (the “Project”), in accordance with: (a) Sections 60102 and 60304 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58; (b) 47 U.S.C. §§ 1702, 1723; and (c) other applicable federal and state laws. The Project will be supported through a Broadband Equity, Access, and Deployment Program Planning Grant (01-20-B093; CFDA 11.035) and/or State Digital Equity Planning Grant (01-30-DP325; CFDA 11.032) awarded to the Department by the U.S. Department of Commerce (“Commerce”).
2. **TECHNICAL ASSISTANCE SERVICES:** The Project shall consist of the technical assistance services described in Attachment A (Scope of Work), unless there is an amendment to this Agreement signed by the Department and the Community in accordance with Section 24 (Amendments). The technical assistance services shall be provided to the Community by the Department or its contractor, CTC Technology & Energy (“CTC”), under the direction of the Department.

**THIS IS AN AGREEMENT FOR TECHNICAL ASSISTANCE SERVICES ONLY. THE COMMUNITY UNDERSTANDS AND AGREES THAT NO FINANCIAL AWARD, GRANT, OR OTHER CONSIDERATION WILL BE PROVIDED TO THE COMMUNITY UNDER THIS AGREEMENT.**

3. **TERM:** This Agreement shall commence on **April 3, 2023**, and shall expire upon Project completion as determined by the Department or as otherwise set forth in this Agreement. The Community shall diligently pursue the development and implementation of the Project so as to ensure completion and shall promptly notify the Department of any event or circumstance that could substantially delay the Project. The Community shall identify at least one point of contact for the Project for the duration of the Term.
4. **REPORTING:** The Community shall provide any information about the Project requested by the Department or CTC necessary to support Department compliance with any reporting, audit, or informational obligations, including but not limited to information regarding Project activities, objectives, barriers, needs assessments, asset inventories, coordination, collaboration, accomplishments, benefits, impacts, performance measures, and implementation. The Department and CTC may request in-person or virtual meetings with Community leadership and stakeholders, including local internet service providers, as part of this information collection process. The Community understands and agrees that any information provided to the Department or CTC related to the Project may be disclosed to Commerce or other third parties, and the Department cannot guarantee the confidentiality of



any information submitted. The Community should not submit any copyrighted or other sensitive business information as part of the Project. Community failure to submit requested information in a complete and timely manner may be cause for termination of this Agreement.

5. **ACCESS TO RECORDS AND RETENTION:** For the limited scope of this Agreement, Commerce, the U.S. Government Accountability Office, the Comptroller General of the United States, the Director of the Department, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records (electronic or otherwise) of the Community for the purpose of making audits, examinations, excerpts, and transcripts related to the Project. This right also includes timely and reasonable access to Community personnel for the purpose of interview and discussion related to the Project. This right of access is not limited to the required retention period but shall last as long as the records are retained.

Records related to the Project shall be kept for a period of six (6) years from the end of the Term specified in Section 3 (Term) or any longer retention period required under federal law; provided, however, that if any litigation, claim, or audit is started before the expiration of the retention period herein, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6. **TERMINATION:** The following provisions apply to termination under this Agreement, whether termination by the Department or by the Community. The performance of work under this Agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination.

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

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared under this Agreement shall, at the option of the Department, and if in accordance with applicable state and federal regulations, become the property of the Department.

Notwithstanding the above, the Community shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Community and the Department and CTC may withhold further technical assistance services for the Project until such time as the exact amount of damages due to the Department from the Community is determined.



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

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

8. DEBARMENT AND SUSPENSION: The Community certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Alabama and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Community.

The Community shall immediately notify the Department if it or any of its principals becomes debarred or suspended. If the Community fails to comply with the obligations in this section, the Department and CTC shall not provide any further technical assistance services for the Project to the Community and the Department shall have no further TAP obligations to the Community under this Agreement until such non-compliance is cured. Such action shall be separate from and in addition to any remedies the federal government may pursue by law.

9. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 2022, or any recompilation thereof.
10. NO OBLIGATION TO CONTRACT FURTHER: Nothing in this Agreement is intended to require that the parties contract for further provision or purchase of any goods or services, or require the grant of any funds. Any such arrangement will be the subject of a separate written and signed agreement specifying definitively the goods, services, grant, or other subject matter with respect to which the parties wish to contract further.
11. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
12. IMMUNITY AND DISPUTE RESOLUTION: The parties to this Agreement recognize and acknowledge that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama, 2022, or any

recompilation thereof. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

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.

13. MERIT SYSTEM EXCLUSION: The Community is not to be considered a merit system employee and is not entitled to any benefits of the Alabama State Merit System.
14. DISCLAIMER: The Department specifically denies liability for any claim arising out of any act or omission in the rendering of technical assistance services for the Project.

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

**THE TECHNICAL ASSISTANCE SERVICES FOR THE PROJECT ARE PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY LAW, THE DEPARTMENT DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TECHNICAL PERFORMANCE, AND NON-INFRINGEMENT REGARDING THE TECHNICAL ASSISTANCE SERVICES PROVIDED FOR THE PROJECT.**

15. ASSIGNABILITY: The Community shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto.
16. CONTINGENCY CLAUSE: It is expressly understood and mutually agreed that any technical assistance services provided under this Agreement shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made.



As this Agreement involves the use of federal funds, the Project may be adjusted or terminated in response to any federal rescissions and/or deferrals.

17. CONFLICT OF INTEREST: A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the entity selected for an award: (a) the individual, (b) any member of the individual's immediate family, (c) the individual's partner, or (d) an organization which employs or is about to employ any of the above. The Community certifies by signing this Agreement that no person who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Community hire any person having such conflicting interest.
18. AUDIT REQUIREMENTS: Nothing contained in this Agreement shall be construed to mean that the Department cannot utilize its auditors regarding limited scope audits of the Project. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed applicable audit coverage limits.

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

audit@adeca.alabama.gov

Alabama Department of Economic and  
Community Affairs  
ATTENTION: Chief Auditor  
401 Adams Avenue  
P.O. Box 5690  
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

Alabama Department of Examiners of  
Public Accounts  
ATTENTION: Audit Report Repository  
P.O. Box 302251  
Montgomery, AL 36130-2251

19. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS: The Community certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of the Department or to the federal government under any program where it has not arranged a repayment plan.
20. SUSPENSION OF SERVICES: In addition to the provisions provided herein, technical assistance services for the Project may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Department, or in the event there is an amount owing to any division of the Department, or an amount owing to the federal government under any program administered by any division of the Department that is not received in a reasonable and timely manner.

Should the Community incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of the Department, then the Department shall not enter into any other contract, agreement, grant, etc., with the Community until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved. The Department shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of the Department that has not arranged a repayment schedule.

21. PUBLICATION: The Department reserves the right to publicly announce the Project and discuss the Project in any promotional material, statement, document, press release or broadcast. The Community agrees to comply with any guidance or requirements issued by Commerce, the State of Alabama, or the Department regarding any stakeholder outreach materials related to the Project.
22. NONDISCRIMINATION: The Community shall be and is prohibited from discriminating based on race, color, religion, sex, age, handicap, or national origin.
23. COMPLIANCE WITH OTHER FEDERAL, STATE, AND LOCAL LAWS: In addition to the provisions provided herein, the Community shall be responsible for complying with any and all other applicable laws, ordinances, codes, executive orders, and regulations of the federal, state, and local governments related to the Project, and shall be solely responsible for any recoupments or penalties that might arise from such non-compliance. The Department assumes no liability to the Community for any damages arising out of or in any way connected with the Community's non-compliance with laws, ordinances, codes, and regulations of the federal, state, and local governments.

In compliance with Alabama Act 2016-312, the Community hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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.

24. AMENDMENTS: The Community may request amendments to various portions of this Agreement, including amendments to Attachment A (Scope of Work). All requests for amendments must be submitted in writing to the Department and be approved by the Department in writing prior to implementation.

IN WITNESS WHEREOF, THE DEPARTMENT AND THE COMMUNITY HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

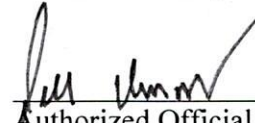
**Alabama Department of Economic and Community Affairs**


\_\_\_\_\_  
Kenneth W. Boswell, Director      Date

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

\_\_\_\_\_  
J. Bradford Currier, Legal Counsel

**Cullman County**

  
\_\_\_\_\_  
Authorized Official      5/16/23  
Date

  
\_\_\_\_\_  
Chairman  
Title

\_\_\_\_\_  
Contact Person / Phone Number

\_\_\_\_\_  
Mailing Address



## **Attachment A Scope of Work**

The Alabama Community Broadband Technical Assistance Program (“TAP”) seeks to provide services to understand what broadband services are needed in the Community. The TAP shall support studies and planning efforts to provide adequate broadband for residents, businesses, workers, and students.

The following outlines the TAP Project tasks.

### **Identify and engage key stakeholders and identify relevant assets**

- The Department shall conduct a kickoff/information gathering meeting with the Community to introduce Project participants, outline goals, and refine the technical assistance strategy.
- The Department and Community point(s) of contact shall work together to identify and engage Project stakeholders from a variety of sectors and identify resources and other assets that can be leveraged to develop and support a long-range broadband development strategy for the Community. Project stakeholders will be invited to participate in outreach and direct engagement. These stakeholders may include:
  - County and city government officials
  - Legislators
  - Community Anchor Institution representatives (hospitals, community centers, etc.)
  - Community foundations
  - Educational institutions, including universities and vocational/community colleges
  - Internet service providers (“ISPs”)
  - Business and labor groups
  - Other groups as mutually agreed to

### **Educate Community Leaders**

- The Department shall conduct on-site and/or virtual meetings with the participants identified in the previous task.
- The Community shall support the Department’s efforts, to the extent possible, by providing/looking for meeting locations and providing other logistical support.
- During these meetings, the Community’s key stakeholders and the Department shall:
  - Discuss the technical, financial, and policy aspects of planning and executing a sustainable broadband strategy.
  - Collaborate based on a shared understanding of what it means to be served by broadband and have digital opportunity, and that broadband connectivity is critical.

- Share different broadband adoption and deployment models and lessons learned from other communities and within the Community.
- During these meetings, the Department shall:
  - Share information about broadband infrastructures and technologies.
  - Share information about the TAP and its scope.
  - Share information about broadband funding and programmatic opportunities that impact the Community.
  - Collect information from attendees that will inform the analysis of broadband adoption and deployment in the Community.

**Assess the Community's current broadband infrastructure and market**

- The Department shall identify current broadband use among the Community's residents and businesses based on the Alabama Broadband Map.
- The Department shall gather information on available broadband services, technologies, and pricing in the Community.
- The Department shall seek to identify broadband investment trends and how they correlate with Community demographics and broadband adoption.
- The Department shall seek to identify current broadband usage trends in the Community through methods such as available market data research and surveys.

**Conduct a needs assessment to evaluate current and future Community demand for broadband**

- During the planned on-site and virtual meetings and through other communications means, the Department shall conduct discussions with Project stakeholders and other local organizations to understand broadband needs, constraints, and challenges.
- The Department shall conduct a baseline random sample survey of residents' broadband needs, affordability, and current and desired service connectivity. The Department shall summarize findings from the study. These findings will generate areas of programming and intervention where there are opportunities to improve broadband adoption and services.
- The Department shall assess the Community's broadband deployment workforce readiness. This assessment may include engagement with ISPs to understand current workforce capacities and needs, and with educational institutions that prepare candidates for jobs in broadband.
- The Department will summarize engagement with local stakeholders regarding broadband issues and expressed needs and concerns, and develop a list of local and regional organizations providing broadband programs and initiatives, along with descriptions of such programs.



### **Prepare a high-level design and cost estimate for broadband deployment**

- The Department shall develop a high-level candidate design and cost estimate for a network that is designed to fill the broadband service gaps identified in previous tasks.
- The Department shall estimate the cost to deploy broadband to locations in the Community not served by 100/20 Mbps based on a high-level conceptual design. The output of this effort shall include deployment costs and related maps of target areas. The design will identify the most topography-appropriate and cost-effective infrastructure and reflect best practices with respect to resilience and survivability.
- The Department shall consider trends in Community demographics and broadband adoption as they relate to designs and models for broadband deployment and seek to provide maps that illustrate these trends based on available data.

### **Evaluate funding options, develop a grant strategy, evaluate collaboration options**

- The Department shall review and share information about available federal and state funding opportunities and work with the Community to assess support needed for applying to one or more funding opportunity.
- The Department shall work with the Community and ISPs to consider potential partnerships between private and public entities.
- The Department shall consider, for potential partnerships, the Community's role and the value and benefits, risks, and potential control/ownership of broadband resources and assets.

### **Assess digital opportunity and equity in the Community**

- The Department shall assess the Community's current digital equity program capacity based on outreach efforts and other data collected from Community stakeholder engagement.
- The Department shall identify programs that may advance digital opportunity and equity for residents in the Community.
- The Department shall review available funding for digital opportunity and equity in the Community.
- Using available data regarding the Community's demographic and broadband adoption trends and the results of the needs assessment survey, the Department shall develop guidance for digital opportunity and equity.

### **Develop a Community broadband profile and plan**

- Based on findings and analysis from the previous tasks, the Department shall provide data and metrics on broadband and digital equity in the profile.

- The Department shall identify potential grant opportunities and prospective partnerships in the profile.
- The Department shall provide approaches for the Community to work with potential partners for broadband service and adoption in the profile.
- The Department shall deliver a broadband plan at the end of the Project with an actionable roadmap for the Community.



SERVLINE  
by HomeServe

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# PROPOSAL

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## SERVLINE UTILITIES PROTECTION

*We pay for high water bills caused by customer leaks*

HOME SERVE USA

7134 Lee Highway, Chattanooga, TN 37421

1-866-974-4801, info@servline.com, www.servline.com

Prepared For

### CULLMAN COUNTY WATER DEPARTMENT

P O Box 1084  
Cullman, AL 35056

Proposal Issued: December 20, 2022

Proposal Valid:

30 Days from Issue Date

*This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe USA Repair Management Corp. (HSRM), a licensed insurance agency. In California, HSRM does business as HomeServe NA Insurance Services (California License # 0F79326). ServLine is a registered trademark.*



## EXECUTIVE SUMMARY – UTILITY & COMMUNITY PROTECTION

### CULLMAN COUNTY WATER DEPARTMENT

We understand that you are diligently working to improve and supply water to your customers while efficiently managing your budget. We are excited to offer excellent customer service.

### DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE

- Financial Strain
- Administrative *and* Customer Burden
- Issues to Undermine Public Perception

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### MEET SERVLINE BY HOMESERVE

ServLine is a full-service customer risk reduction. We pay for high water bills caused by customer leaks by insuring the utility, more specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



# PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

## COMPARISON TERMS

- LAP = Leak Protection Program
- LPP = Leak Protection Program
- Both programs are designed to help protect your home from water damage.
- Both programs are designed to help protect your home from water damage.
- Both programs are designed to help protect your home from water damage.
- Both programs are designed to help protect your home from water damage.

### CULLMAN COUNTY WATER DEPARTMENT - CURRENT LAP

#### BENEFIT FREQUENCY

1. 24-hour response
2. 12-month benefit period

#### BENEFIT QUALIFIER

1. Average Bill

#### ADDITIONAL COVERED BENEFITS

- Sump Pumps
- Water Heaters
- Irrigation Systems
- Gutters
- Scaffolding
- Sump Pumps
- Sump Pumps

### SERVLINE LEAK PROTECTION PROGRAM (LPP)

#### BENEFIT FREQUENCY

1. 24-hour response
2. 12-month benefit period
3. 12-month benefit period
4. 12-month benefit period

#### BENEFIT QUALIFIER

1. Average Bill

#### ADDITIONAL COVERED BENEFITS

- Sump Pumps
- Water Heaters
- Irrigation Systems
- Gutters
- Scaffolding
- Sump Pumps
- Sump Pumps



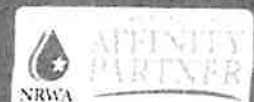
# PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY (LPP)

## CULLMAN COUNTY WATER DEPARTMENT

### PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

Cullman County Water Department is changing our Leak Adjustment Policy effective DATE: 1/1/2022. The following are qualifications for leak adjustments for the Cullman County Water Department:

1. It is the customer's responsibility to keep the plumbing system in a working order.
2. No customer shall receive more than one (1) leak adjustment that shall incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum amount of change of at least two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
  - a. Residential Customers who do not have their own water meter.
  - b. Commercial or industrial Customers. (OPTIONAL)
  - c. Properties that are abandoned without reasonable care for plumbing, heat, or drainage water features such as fountains, etc.
  - d. Negligent acts such as leaving water running.
  - e. Excess water charges not directly resulting from a qualifying plumbing leak.
  - f. Filling of swimming pools or leaks in swimming pools.
  - g. Watering of lawns or gardens.
  - h. Master-metered multi-habitational accounts. (OPTIONAL)
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the most recent month to the qualifying leak. The leak adjustment amount will be reimbursed up to Cullman County Water Department's chosen production unit, expressed as a percentage of average bill.
6. The Cullman County Water Department shall not be obligated to make adjustments of any kind until system meter adjustment within ninety (90) days from the billing date.
7. Customers must present proof that a leak has occurred before adjustments will be made. Proof may include a bill from a plumber.
8. If a leak occurs and a customer might not be able to pay their bill for 12 months of average usage, an adjustment will not be made until they have restored their 12 months of average usage.
9. Any other information may be obtained by calling the Cullman County Water Department by calling Phone Number. Any customer declining to participate in the program will not be responsible for the full amount on their water bill with no adjustments or credits made. Only the Cullman County Water Department's Service should be the only way qualifying leak adjustments will be made for leaks occurring after DATE: 2022.





SERVLINE  
by HomeServe

## LEAK PROTECTION PROGRAM

*Why do what you could do if you were not a regular customer's high water bill... and an easier way to manage their frustration over having to pay for it.*



SERVLINE  
by HomeServe®



NRWA  
MONEY  
PARTNER

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# WATER LEAK PROTECTION

Limit of Protection	Residential Rate	Commercial Rate Single-Occupancy	Commercial Rate Multiple-Occupancy
\$500 (Per Occurrence)	\$ 1.30	\$ 1.33	\$ 2.40
\$1,000 (Per Occurrence)	\$ 1.75	\$ 1.75	\$ 3.90
\$2,500 (Per Occurrence)	\$ 2.23	\$ 2.23	\$ 5.40

Deductible: Waived  
 Reporting Conditions: Customer Schedule  
 Reporting & Adjustment Period: Monthly

## Special Terms and Conditions

- Coverage will be designed to reflect Guilford County Water Department Water Leak Protection Guidelines and eligibility established with ServLine.
- Water Metered Residential (Residential Only) \$2.50 per unit  
 Limit Applies to Property Only and does not apply to multiple units.
- Charges will be applied to the customer's utility bill.
- Limit of protection to be selected by the Utility.

Note: 10% Discount from total; the above coverages are offered by electing to include in your base rate rather than as an add-on on the utility bill.







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APPENDIX



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# LEAK PROTECTION PROGRAM DEFINITIONS

- **Water Leak Protection**

Water Leak Protection covers excess water loss caused by a qualifying incident the customer is responsible for at the meter point of responsibility. Developed in cooperation with Servline and set according to the utility's newly established Leak Protection Guidelines.

- **Sewer Leak Protection**

Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with Servline and set according to the utility's newly established Leak Protection Guidelines.

- **Residential**

Residential is defined as 2" meters or less with a single residential unit occupied as a residence. A qualifying unit must have a single meter that can be read and billed independently.

- **Commercial**

Commercial is defined as 2" or less with business or agricultural occupancy excluding multi-unit residential. A qualifying unit must have a single meter that can be read and billed independently.

Single Occupancy: Building has one business occupying space.

Multiple Occupancy: Building has more than one business occupying space.

- **Master-Metered Habitational**

Multiple residential property with a master meter measuring about 800 sq. ft. or less.

- **Farms**

Residential Farm: Any farm that is a hobby or that does not derive additional income from the agricultural meter or separate metered structures on the property and meets residential definition of the utility's company.

Commercial Farm: Any farm that has a separate agricultural meter that derives additional income from other structures on the farm which derives income from the activities of the farm.

- **Rates w/ Data**

The rates outlined in this proposal are determined by the utility's rate schedule, which typically understand that they are produced along with your explanation of how to interpret what is included in your data is done so in good faith and incomplete as to giving the utility the knowledge of all relevant data that is determined to be part of a given bill cycle.

- **Leak Protection Program**

The Servline Leak Protection Program allows for your current Leak Adjustment Policy and by the supervising document which will overlay to existing policy with the given parameters. A qualifying master meter leaks would adhere first to your Servline Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. Any recommendations for Leak Adjustment that would be related to a address unqualifying units that are non-qualifying units should be addressed to the utility.



# SUMMARY FOR LEAK PROTECTION PROGRAM

## BILLING

Agency: Month: 7, 2019

## PROJECT SCOPE & PROCESS

- Approval of ServLine
- Program Implementation
- Utility Engineering
- Anticipation of Materials
- Service and Installation
- Servicing Additional Leak Protection Program
- ServLine Handle Claims, Payments and Customer Service

## TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.

Claims volume is due to change with seasons or other unforeseen events.

Program does not include profits.

Reports & Premium due by the 15th of the month following a reporting period.

Example: Participating customers for month of January would be due no later than February 15th.

Premium payments include all participating customers and are not dependent on customer compliance with utility or service company policies.

*This quote is valid for thirty (30) days from the date of this letter.*

*All rates are per participating customer per month.*

## THANK YOU

Thank you for your interest in becoming a valuable client of ServLine. We greatly value your ability to contribute and help us to reach our goals. One of our chief goals is to have you and your family enjoying life at your favorite swimming locations. The ServLine team is always looking for ways to improve, maintaining a commitment to the community to resolve your issues with you and your water company. We will continue to work hard.

## DISCLAIMER

This proposal shows the program coverage described in the scope of work. All charges are based on the terms, conditions and exclusions of the policy. Actual liability should be determined by the actual policy terms furnished to the company.



## CLIENTS & PARTNERS



## ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), All types of Indiana Rural Water Cooperatives (IRWMA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association of Utah (RWA), Idaho Rural Water Association (IRWA), New York Rural Water Association (NYRWA), Nevada Rural Water Association (NRWA), Montana Rural Water Systems (MRWS), Louisiana Rural Water Association (LRWA).



## INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Virginia Surety Company, etc.



# THANK YOU



**SERVLINE**  
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# CULLMAN COUNTY COMMISSION

## PAY CHANGE GUIDELINES FOR CULLMAN COUNTY EMPLOYEES (EFFECTIVE 5/20/2023)

In an effort to standardize the pay practices regarding certain employment events, the Cullman County Commission has developed the following guidelines regarding pay practices for hourly paid employees:

**New Hire (Rehire) Starting Pay:** Employees will normally start at the minimum of the Grade of the position they are hired for (Grade 0). Special circumstances may allow for a higher starting pay based on documented job-related qualifications; however, this would be on an exception basis and must be approved by the commission in advance. Minimum starting pay for all non-seasonal county employees is \$11.70 per hour (effective 9/24/2022).

**Starting Pay for Rehired Retirees:** Employees who have retired from full-time employment with Cullman County may be considered for re-employment in a regular or temporary part-time position provided the position is budgeted for and is approved by the commission. Consideration for retiree rehire will be determined on a case-by-case basis. Retirees are subject to all postretirement employment conditions set forth by the Retirement Systems of Alabama (RSA). Effective 5/20/2023 rehired retirees will be subject to a maximum starting pay of up to the amount allowed by the RSA maximum earnings limit based on working a maximum of 29 hours per week or their final full-time ending pay (whichever is lower). Rehired retiree starting pay will be based upon the county's financial resources at the time of rehire and may be less than the maximum earnings limit stated above depending on the county's need for the position and the retiree's skills and abilities. Once rehired, retirees pay is subject to the same review as other county employees (as part of the annual budget process) and will not be changed simply based on changes to the RSA maximum earnings limits.

**Completion of 6-month Probationary Period:** All full-time new hires/rehires will be evaluated at the end of 6 months (from their hire date) to determine if they will be retained as a regular classified employee. They should receive a formal written performance appraisal at that time. Probationary period may be extended for up to an additional 6 months at the discretion of the Appointed Department Head/Elected Official. Upon successful completion of the probationary period, employees will receive a one (1) step pay increase. Special circumstances may allow for a greater increase based on documented job-related qualifications; however, this would be on an exception basis and must be approved in advance.

**Promotions:** All promotions will normally result in an hourly rate increase of two (2) pay steps (+/- \$.05) over the previous pay and no less than the lowest hourly rate applicable for the new position. Employee will receive this promotion increase either immediately upon being granted the promotion or after serving a 6-month probationary period in the new position, based on the Appointing Authority or Appointed Department Head's departmental guidelines. (See Cullman County Personnel Handbook Section I-T).

All promotions are considered probationary for 6-months. If the employee's performance during the probationary period does not meet acceptable standards, he or she will be reassigned and re-classified to a job comparable to the job he or she held prior to the promotion if one is available (with a comparable pay adjustment), otherwise the employee will be terminated. Successful completion of this promotion probationary period will not entitle employee to an additional pay increase if they already received a two (2) step increase at the time of promotion.

# CULLMAN COUNTY COMMISSION

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**Demotion:** All demotions (voluntary and involuntary) will normally result in a reduction in pay of one (1) pay step (+/- \$.05) under the previous pay and no less than the lowest hourly/salary applicable for the new position. (See Cullman County Personnel Handbook Section I-V). Involuntary demotions may follow progressive discipline steps or may be the result of a single disciplinary incident (depending on the severity).

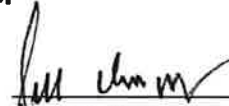
**Reevaluation/Reclassification of Existing Job:** Any reevaluation/reclassification of an employee into a higher (or lower) pay Grade will result in the employee being placed in the closest step of the new Grade (+/- \$.05). Reevaluations/reclassifications may be considered for an employee that assumes additional duties or responsibilities or obtains required job-related education, training, certifications and/or licenses or for an employee who transfers into a higher (or lower) pay Grade position.

**Annual Pay Increases:** All non-seasonal employees may receive a one-step pay increase (3.14% for salaried employees) that will take effect the first full pay period of each fiscal year in October if the commission approves a one-step pay increase in the annual budget.

Additionally/Alternatively, all non-seasonal employees may receive a cost-of-living adjustment (COLA) that will take effect at the beginning of each fiscal year if the commission approves a COLA in the annual budget.

**Disclaimer:** Notwithstanding anything contained in these guidelines to the contrary, all funding for increases in pay must be approved in the fiscal year budget by the Cullman County Commission, in its discretion, and may be suspended and/or frozen at any time and for any reason deemed appropriate by the Cullman County Commission.

**NOTE: SOME OF THESE GUIDELINES MAY NOT APPLY TO SHERIFF'S OFFICE EMPLOYEES. THE SHERIFF'S OFFICE HAS THEIR OWN ESTABLISHED PAY GUIDELINES.**

Authorized by:   
Chairman

Date: 5/18/23

Authorized by:   
Associate Commissioner Place 1

Date: 5-18-23

Authorized by:   
Associate Commissioner Place 2

Date: 5/17/23

Authorized by:   
Associate Commissioner Place 3

Date: 5/19/2023

Authorized by:   
Associate Commissioner Place 4

Date: 5/18/23

## **VII-N. Alcohol and Drugs – Drug Free Workplace Policy [As Updated Effective 5/17/2023]**

The Cullman County Commission hereafter referred to as "Employer" is committed to providing a safe working environment for all employees while serving the citizens of Cullman County. The Employer recognizes that any employee who improperly uses intoxicating substances, including drugs and alcohol, poses a serious threat to themselves, their coworkers, and to the public in general. Even small quantities of narcotics, abused prescription or over-the-counter drugs or alcohol can impair judgment and reflexes. This impairment can have dire results, particularly for employees operating vehicles or potentially dangerous equipment.

**It is therefore the policy of the Employer that all employees or any person performing any kind of work for the Employer must report to work completely free from alcohol, illegal or unauthorized drugs or any other substances that may have a mind-altering or intoxicating effect or otherwise impair the employee's judgment, reaction times or functioning.**

The Employer also prohibits all employees from using, possessing, manufacturing, distributing or making arrangements to distribute alcohol, illegal or unauthorized drugs, or any other intoxicating substances while at work or on or about any county property.

In order to avoid creating safety problems and violating this policy, employees must inform their supervisor when they are legitimately taking any medication, including prescription drugs or over-the-counter medications, which affect their ability to work. Employees whose job performance may be affected by such medications may be required to provide a fitness-for-duty certification before being allowed to resume their job duties.

Any employees who violates this policy in any way shall be immediately removed from his or her job duties and shall be subject to discipline, up to and including immediate termination.

No part of this policy shall be construed to create a contract of continued employment or to confer upon any employee or applicant a property interest in his or her employment. The Employer maintains the right to change this policy at any time without notice. To the extent that any portion or provision of this policy and procedure conflicts with any applicable federal or state laws or regulation, such federal or state laws or regulations will be controlling. Further, provisions of this policy, specifically including, but not limited to, testing procedures, are subject to change in order to remain consistent with United States Department of Transportation regulations. It is the Employer's intent that it be allowed to choose any testing method that is approved by the United States Department of Transportation.

The Employer has designated the Safety Director as the Drug Program Coordinator. If you have any questions or concerns regarding this policy or its application, please contact him or her at: (256) 775-4948 or (256) 531-7349.

Employees of the Cullman Area Rural Transportation System (CARTS) are subject to ALDOT Substance Abuse Regulations, unless the Employer's policies are more stringent, in which case the Employer's policy would apply. (kept from old policy)

### **I. Definitions.**

- a. "Accident" means any on-the-job accident. "Accident" includes vehicular accidents as well as any acts or omission causing an accident or injury to any person, or damage to any equipment or property belonging to the County, other entity, or individual person(s).
- b. "Administrator" means the person or entity that implements drug testing on employees and applicants.
- c. "Alcohol" means distilled or fermented beverage containing ethyl alcohol, including, but not limited to, beer and wine.
- d. "Chain of Custody" means procedures implemented by the Employer for the identification and integrity of each specimen. The Employer requires the person responsible for policy implementation to track the handling and storage of each specimen from the point of specimen collection to final disposition of the specimen. These procedures include an appropriate drug testing chain of custody form to be used from

time of collection to receipt by the testing laboratory. Chain of custody forms shall document the date and purpose of each time a specimen is handled or transferred and shall identify every individual in the chain of custody.

- e. "Collector" means a person who instructs and assists tested employees and applicants for eligible positions at a collection site and who receives and makes an initial examination of the specimens. The collector shall have successfully completed training to carry out this function or shall be a licensed medical professional or technician who shall be provided instructions for collection under this procedure and certifies completion as required herein. In any case, where a collection is observed or monitored by non-medical personnel, the collector shall be a person of the same gender as the employee or applicant.
- f. "Collection Site" means a place designated by the Employer where employees present themselves for the purpose of providing a specimen to be analyzed for the presence of specified controlled substances and alcohol. The site will possess necessary personnel, materials, equipment facilities and supervision to provide for the collection, security, temporary storage, and transportation or shipment of the samples to a laboratory.
- g. "Controlled Substance" means and substance defined or classified as a controlled substance according to federal or state law. Title II of the Comprehensive Drug Abuse Prevention Act of 1970 (Controlled Substance Act), as it is amended from time to time, provides the basic standard. Controlled substances include, but are not limited to, any and all forms of marijuana and its derivatives regardless of how obtained, and any stimulants or hallucinogens, that are subject to legal prohibitions or restrictions on their sale, transfer, use, or possession.
- h. "County" means Cullman County.
- i. "DOT Employee" is an employee who is subject to the rules and regulations of the United States Department of Transportation regarding drug and alcohol testing because of the job duties that he or she performs.
- j. "Drug Program Coordinator" is the person designated by the Employer to ensure compliance with this Policy, including but not limiting, ensuring that proper testing procedures are followed, ensuring that the lab(s) used by the Employer are properly certified and ensuring that the Medical Review Officer is properly credentialed. The name and contract information of the Drug Program Coordinator will be distributed to all employees.
- k. "Employer" means Cullman County Commission.
- l. "Employer Premises" includes all property owned, leased, used or under the control of Employer, including, but not limited to, the job site of any employee, structures, building offices, facilities, vehicles and equipment of transportation to and from those locations while in the course and scope of County employment.
- m. "Employee" means any and all employees of the Employer.
- n. "Illegal/Unauthorized Drug" means any drug (1) which is legally obtainable but has not been legally obtained or, even if legally obtained, is not being used in accordance with instructions given either by a physician or, if over-the-counter, on the drug's label; or (2) all illegal drugs, including, but not limited to, methamphetamine, cocaine, heroin, etc.
- o. "Intoxicating Substance" means any substance, whether legal or illegal, that may have an intoxicating or mind-altering effect when ingested, snorted, smoked or otherwise introduced into the body. Intoxicating substances include, but are not limited to, "bath salts", nitrous oxide, glues, solvents, cannabidiol (CBD) derivatives, or herbs or other plants such as salvia.
- p. "Legal Drug" means prescribed drugs and over-the-counter drugs which have been legally obtained and are being used appropriately for their intended purpose in accordance with directions given either on the label or by employee's treating physician.
- q. "Possession" means actual or constructive care, custody, control or immediate access.
- r. "Under the Influence" means being unable to perform work in a safe and productive manner; being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other

- employees, the public; and/or having any laboratory evidence of the presence of drugs, alcohol, prohibited or controlled substance in the employee's body.
- s. "Medical Marijuana" refers to marijuana or any of its derivatives that is prescribed in accordance with the laws of a state.
  - t. "Medical Review Officer" (MRO) means a licensed physician (medical doctor) responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his or her medical history and any other relevant biomedical information.
  - u. "Random Selection Process" is the process used to ensure that each employee holding a safety-sensitive position has an equal chance of being drug-tested every time that random drug tests are conducted. This process means that some employees may be tested multiple times in any given year.
  - v. "Reasonable Cause" means that the Employer believes the actions or appearance or conduct of an employee on duty are indicative of the use of a controlled substance or alcohol.
  - w. "Safety-Sensitive Employees" are those persons who are subject to random drug and alcohol testing. These employees include, but are not limited to, persons who inspect, service, repair or maintain a vehicle or other heavy equipment, operate or load a vehicle or heavy equipment, use tools, including both power and hand tools, that have the capacity to injure any person and those who are authorized to carry weapons of any kind. An employee is considered to be engaged in a safety-sensitive function at all times from the time that an employee begins work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work.

## 2. Persons Subject to Testing.

The following employees have been designated by the Employer to submit at any time to be tested for illegal drug abuse and alcohol abuse:

- a. All employees who hold positions or regularly perform duties that have been designated to be "safety-sensitive" by the Employer;
- b. Any employee who, during the course of said employee's employment, is involved in an accident causing physical injury to any person or damage to any property; and
- c. Any employee, regardless of whether he or she holds a safety-sensitive position, whose conduct, behavior or physical symptoms establishes reasonable cause to believe that said employee is under the influence of any drug and/or alcohol while performing his or her job duties or while being physically present on the premises of the Employer's property during any activity sponsored, supervised, or in which the Employer participates.

## 3. Types of Testing.

Pursuant to Employer's policy and procedures, employee will undergo testing as follows.

- a. **PRE-EMPLOYMENT TESTING:** All employees applying for a position that has been designated as safety-sensitive will be required to submit to a pre-employment drug test before a final offer of employment is extended. All pre-testing offers of employment to such persons are explicitly conditioned on the employee successfully taking and passing the drug test. Pre-employment testing will also be done when an employee transfers from a non- safety-sensitive position to a safety-sensitive position;
- b. **RANDOM TESTING:** All employees holding safety-sensitive positions will be subject to testing on a random basis without advance notice to them;
- c. **REASONABLE CAUSE TESTING:** The Employer may schedule a drug/alcohol test when behavioral observations indicate to the employee's supervisor that any employee may be involved in illegal use of a controlled substance, use of alcohol or abuse of legal drugs. Before testing, the employee's supervisor shall either (1) contact another supervisor to observe the employee's behavior and to concur with the decision to test the employee or (2) review the employee's behavior with another supervisor to obtain concurrence with

the decision to test the employee. The employee shall be promptly escorted to the collection site for testing by the employee's supervisor or designee;

- Employees arrested or convicted for the off-the-job use or possession of illegal or controlled substances shall undergo testing to assist Employer in determining fitness for duty. If the employee tests positive, Employer shall discharge the employee.
- d. POST ACCIDENT TESTING: All employees are required to report all injury or damage related accidents, or any accident in which the driver receives a citation – and submit to a post-accident drug/alcohol test as set out in this policy. Each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident shall be subject to testing. The employee's supervisor or his designee shall schedule the drug screening test immediately following an incident reportable or a reportable accident.
- e. RETURN-TO-DUTY TESTING: If you have violated the prohibited drug and alcohol rules, you must comply with the Return-To-Duty process, which will include taking and passing a drug and alcohol test before returning to work. Further, any employee who has violated the prohibited drug and alcohol rules is required to take a drug and/or alcohol test before returning to safety-sensitive functions and is also subject to unannounced follow-up testing at least six (6) times in the first twelve (12) months following a return to active safety-sensitive service.

Any and all drug testing conducted by the Employer will not be used to identify the existence of any disability.

The Employer also reserves the right to search all property, cabinets, tool boxes, vehicles, including personal vehicles brought on the Employer's property, or any other property on Employer's property, under control of any employee or in the personal vehicle of any employee and located on the Employer's property and used by said employee in commuting to work or in that employee's duty as an employee if the Employer has a reasonable suspicion that items prohibited by this policy are contained therein.

#### 4. Safety-Sensitive Employees.

Employees are considered to be "safety-sensitive" when their job duties regularly require them to engage in activities that have the potential to cause physical injury to themselves or others or to cause property damage. Such activities include, but are not limited to:

- a. Maintaining or repairing motor vehicles or heavy equipment, including, but not limited to, bulldozers, tractors and riding mowers;
- b. Maintaining or repairing tools that have the capacity to seriously injure the user or another person, including, but not limited to, chainsaws or weed-eaters;
- c. Regularly operate motor vehicles or heavy equipment as part of his or her job duties, including equipment such as tractors or riding mowers for which licensure is not required by the State of Alabama;
- d. Regularly operate tools that have the capacity to seriously injure the user or another person;
- e. Loading and unloading vehicles or heavy equipment;
- f. Any activity related to the safe operation of a mass transit system, including dispatching vehicles;
- g. Carrying any weapon or object that could reasonably be used as a weapon, including, but not limited to, firearms, knives, machetes, blades, tasers or batons;
- h. Answering emergency calls and/or directing the provision of emergency services; or
- i. Providing emergency medical services.

A list of positions that have been designated as a safety-sensitive by the Employer is attached hereto as Appendix A. Some safety-sensitive positions are specifically subject to regulation by the Department of Transportation (DOT). These positions are indicated by an asterisk. An accredited testing laboratory will maintain two (2) different random testing pools, including one (1) pool for persons specifically subject to regulation by DOT and one (1) pool for all other safety-sensitive employees.

All employees are subject to drug and alcohol testing when there is reasonable cause to believe that they have violated this policy and after any accident involving physical injury or property damage. However, employees who have been designated as safety-sensitive are also subject to pre-employment testing and random testing. Random drug tests can be performed any time a safety-sensitive employee is on duty. An alcohol test can be performed when the safety-sensitive employee is performing a safety sensitive duty, just before or just after the performance of a safety-sensitive duty.

**Medical marijuana prescribed pursuant to state law is not a valid medical explanation for a positive test result for a safety-sensitive employee.** Employees may not perform safety-sensitive functions while taking medical marijuana. Employees who are prescribed medical marijuana in accordance with State law must inform the Employer of their prescription prior to first use. Reasonable accommodations may be considered for an employee who complies with this procedure, depending on individual circumstances; however, failure to properly report will result in termination for cause.

In addition, employees occupying positions deemed to be “safety-sensitive” must promptly report any arrests, charges or convictions for drug or alcohol related criminal offenses, including both misdemeanors and felonies, to his or her supervisor, Elected Official or Appointed Department Head and the Safety Director. FAILURE TO REPORT SUCH ARRESTS, CHARGES OR CONVICTIONS MAY BE GROUNDS FOR DISCIPLINE, UP TO AND INCLUDING IMMEDIATE DISMISSAL.

5. Necessity of Compliance with Testing Requirements.

All employees are subject to reasonable suspicion and post-accident testing as a condition of their employment. In addition, all safety-sensitive employees will be subject to pre-employment and random drug and alcohol testing using urine, breath, or any other method approved by the Department of Transportation as a condition of their employment.

Any employee who refuses to take a drug and/or alcohol test to which he or she is properly subject shall be considered to have a verified positive test result. Any employee who has a verified positive test result, including by refusal, shall be immediately removed from his or her duties and may be subject to immediate termination. In addition, any employee subject to DOT regulations will receive educational and rehabilitative information and a referral to a Substance Abuse Professional.

Refusals can include a variety of behaviors, including the following:

- a. Failure to appear for any test (except for pre-employment) within a reasonable time, as determined by the Employer;
- b. Failure to remain at the testing site until the testing process is complete;
- c. Failure to provide a specimen for any required drug test.
- d. Failure to permit the observation or monitoring of the specimen collection when required to do so;
- e. Failure to provide a sufficient amount of urine when directed without an adequate medical explanation for this failure;
- f. Failure to take a second test when directed to do so by the Employer or collector;
- g. Failure to undergo a medical examination when directed to do so by the MRO or the Employer;
- h. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
- i. Failure to follow the observer’s instructions during an observed collection, including instructions to raise clothing above the waist, lower clothing and underpants and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
- j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;



- k. Admit to the collector or MRO that the specimen has been adulterated or substituted the specimen;[Added]
- i. Failure to sign step 2 of the alcohol test form.
- m. Leaving the scene of an accident without a valid reason before post-accident tests has been completed. Failure to remain “readily available”.

6. Off-Duty Conduct.

Off-the-job use of drugs, alcohol or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product or harm to the County’s image, tasks or government is prohibited. Employees should realize that these regulations prohibit all illicit drug use, on and off duty.

7. Prescription Drugs and Intoxicating Substances.

The proper use of medication prescribed by a physician is not prohibited; except that safety-sensitive employees may not use medical marijuana; however, the Employer prohibits the misuse of prescribed and/or over-the-counter medications or other intoxicating substances. The Employer requires all employees using a controlled substance or any or any medication that may affect their job performance to notify the Employer’s Medical Review Officer (MRO), or their Drug Program Coordinator of their use. Medications that may be considered to affect job performance include any medication that contains a warning that it may cause drowsiness, dizziness, or otherwise interfere with performance or cognition. A safety sensitive employee may not work using any such medication or any controlled substances unless the employee’s physician certifies that the substances will not adversely affect the employee’s ability to perform his or her job. All employees should also be aware that the use of such medications will not excuse misconduct or violations of policy; however, depending on the circumstances, and employee may be entitled to a reasonable accommodation if they inform their supervisor of their need to use such substances prior to an incident.

Employees should be aware that there is a risk that the use of certain supplements and topical lotions, oils, creams, etc., including but not limited to, products containing CBD oils, may cause a positive drug test result. The use of such products may not provide a medical justification for a positive test result.

8. Pre-Employment.

All safety-sensitive applicants shall undergo drug testing using either urinalysis or any other method approved by the Department of Transportation prior to performing safety-sensitive duties. This requirement also affects employees not in safety-sensitive positions who seek re-classification into a safety-sensitive position. Receipt by the Employer of a negative test result is required prior to performing safety-sensitive duties in a covered position. A cancelled test result is not acceptable and must be retaken. If the applicant has a positive pre-employment drug test, he or she cannot be hired for a safety-sensitive position.

A negative result on a pre-employment test by a job applicant is valid for thirty (30) days. If a current covered employee has not performed a safety-sensitive duty for ninety (90) days or longer and has been removed from the random pool, the employee must submit to a new pre-employment test and receive a negative result before resuming safety-sensitive duties.

Any person who is subject to DOT testing will be required to undergo pre-employment testing if they have been removed from the DOT random testing pool for more than thirty days.

An MRO may report negative pre-employment test results for individuals who are unable to provide sufficient volume due to permanent disability, but has a medical evaluation that indicates no chemical evidence of illegal drug use.

All applicants for safety-sensitive positions will be notified in writing that they will be required to undergo pre-employment/reclassification drug testing prior to their employment and that they will be subject to drug and alcohol testing throughout the period of their employment. Applicants will acknowledge in writing their understanding of these provisions for his or her application and employment. The Employer will retain on file the negative drug test results of all new hires.

In addition to undergoing pre-employment testing, applicants for a safety-sensitive position may be asked to sign forms for release of information from any previous employer for whom the applicant performed safety-sensitive functions. Failure to sign this form will result in not being hired. When a covered applicant has previously failed a pre-employment drug test with a prior employer, the applicant must present proof of having successfully completed a referral, evaluation and treatment plan.

9. Reasonable Cause.

All employees (whether or not safety-sensitive) will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe an employee has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in workplace or vehicular accident, or other actions which indicate a possible error in judgement or negligence, or other violations of the drug or other Commission policy. Before testing the employee, another supervisor shall be contacted to observe the employee's behavior and to concur with the decision to test the employee, or the observing supervisor will review the employee's behavior with another supervisor either face to face or via telephone, to obtain concurrence with the decision to test the employee. The documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

Upon the reasonable suspicion determination being made, the Employer shall ensure that the employee is transported immediately to a collection site for the collection of a specimen sample. The employee shall be counseled not to drive a vehicle and a supervisor shall provide transportation for the employee to the collection site.

All persons designated to make a determination that reasonable suspicion exists to require an employee to undergo testing under this provision shall receive at least sixty (60) minutes of training on both alcohol and controlled substance use. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

Any employee refusing to submit to reasonable suspicion testing or any employee having a positive drug and/or alcohol test will be terminated.

10. Random Testing.

The Employer will conduct random unannounced screening of all designated employees at unannounced times throughout the year. An accredited laboratory will maintain two (2) computerized random testing pools including one DOT pool and one non-DOT pool. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule in either pool.

**Employees will be required to report to the designated collection site for testing as soon as possible, but in no case later than two (2) hours following notification.** Failure to report for drug/alcohol screening within two (2) hours of notification will be treated as a positive test result.

11. Post-Accident Testing.

Employees are required to immediately notify the Drug Program Coordinator or designee of any accident resulting in injury or damage to any Employer property or personnel.

Each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to an accident shall provide a specimen to be tested in accordance with the Department of Transportation regulations for the use of controlled substances and/or alcohol as soon as possible after the accident, but in no case later than eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing.

Employees will be required to undergo drug and alcohol testing using urine, breath, or any other method approved by the Department of Transportation if they are involved in an accident that results in a fatality. A post-accident test will also be conducted in situations where there is no fatality but the following occurs: (1) an individual requires immediate transport to a medical treatment facility as a result of collision or non-collision; (2) any time one or more vehicles incur disabling damage that prevents any of the vehicles from leaving the scene of the occurrence in their usual manner in daylight after simple repairs; or (3) with respect to any occurrence in which a vehicle including a mass transit vehicle (rail car, trolley car, bus or vessel) is removed from operation. In a non-fatal accident as previously described, post-accident testing will be conducted, unless the operator's performance (and any other covered employees whose performance could have contributed to the accident) can be completely discounted as a contributing factor to the accident as determined by the Employer using the best information at the time of the decision. In addition, drug screening and alcohol screening will be required for any driver receiving a citation for any moving violation resulting from an accident.

After notification of any accident, the County will arrange for the employee to be taken as soon as practicable to the collection site designated by the County. The supervisor or designee will schedule the employee and assure that he or she is tested the same day as the reportable accident, if possible.

If an employee is injured, unconscious or otherwise unable to evidence consent to the drug test, all reasonable steps must be taken to obtain a specimen sample. A supervisor may elect not to test under these circumstances, but such a decision must be made based upon information received as a result of an investigation of the accident. *Nothing in this document should be construed to require the delay of necessary medical attention for injured people following an accident or prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.*

Any employee subject to post-accident testing must refrain from consuming alcohol or taking any controlled substance for eight (8) hours following the accident, or until he or she submits to an alcohol test, whichever comes first. As stated above, the employee will be tested not to exceed eight (8) hours following an accident for alcohol and not to exceed thirty-two (32) hours post-accident for drug testing. If there is a delay of greater than two (2) hours for an alcohol test, a reason must be given in writing, retained in a file for possible later referral and the employer must still attempt to administer an alcohol test for up to eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing must remain available and follow these guidelines or the Employer may consider the employee to have refused to submit to testing.

The Employer will discipline or terminate any employee who fails to report an accident or submit to substance screening where required by law or this policy. The Drug Program Coordinator shall ensure that an accident report is filed in compliance with Employer's policy and applicable laws and regulations.

## 12. General Testing Procedures.

The Employer will contract with a properly certified testing laboratory that will ensure that all proper testing procedures are followed in accordance with this Policy and all applicable laws. The following is a list of the general procedures that will be followed for all drug and alcohol testing, regardless of the reason why the test is being performed:

- a. All testing procedures, including collections, will be performed by certified technicians and/or laboratories;
- b. Upon arrival at the collection site, the employee must provide proof of identification. The employee will be required to read and sign the controlled substance testing consent form provided by the Employer. The collector shall witness the signature. Acceptable proof of identification shall be a current driver's license, with photo, other form of picture identification or identification by an Employer representative;
- c. The employee shall complete a drug testing custody and control form;
- d. The Drug Program Coordinator shall notify the employee directly of the results of any positive drug test in order to give the employee an opportunity to challenge the findings. The Employer may, but shall not be required to, reanalyze the employee's original sample to clarify the findings;
- e. Controlled substance testing must follow split sample procedures. Under this provision, an employee whose urine sample has tested positive for a controlled substance has the option of having the other portion of the split sample tested in another laboratory. The employee must notify the Employer within seventy-two (72) hours after notification of a positive sample that he or she desires a retest under this provision;
- f. If a split sample test produces a negative result or if the second portion is not available, the test is considered negative, and no sanctions will be imposed; and
- g. All persons who receive information by the Employer regarding drug tests shall maintain this information on a confidential basis.
- h. In the event that the United States Department of Transportation approves additional and/or alternative testing methods, devices or procedures, including but not limited to, Oral Fluid Testing, the Employer reserves the right to utilize such methods, devices, or procedures as allowed in the applicable regulations.

Both the Employer and the laboratory shall rely, when practical, on the guidance of the Federal Department of Transportation's procedures for transportation workplace drug testing programs.

### 13. Substances Tested For.

DOT employees will regularly be tested for:

- Marijuana (THC Metabolite);
- Cocaine;
- Amphetamines; (including, when appropriate, amphetamine, methamphetamine, MDMA, and MDA).
- Opiates (including codeine, morphine, heroin, hydrocodone, hydromorphone, oxycodone, and oxymorphone).
- Phencyclidine (PCP); and
- Alcohol

Non-DOT employees may be tested for other substances without advance notice. DOT employees may also be separately tested for other substances without advance notice by the Employer for safety purposes. Such tests will be coordinated with the Drug Program Coordinator.

### 14. Collection Sites.

The Employer has designated Dr. James Thomas' office located at 1908 Cherokee Ave SW, Cullman AL 35055 as the collection site for all Employer drug and alcohol testing.

### 15. Collection Procedures.

Drug testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The employee provides a urine specimen in a location that affords privacy. The collector seals and labels the specimen, completes a chain of custody document and prepares the specimen and accompanying paperwork for shipment to a drug-testing laboratory. The specimen collection procedures and chain of custody ensures the specimen's security, proper identification and integrity is not compromised.

Split specimen procedures:

- a. Each urine specimen is subdivided into two bottles labeled as a “primary” and a “split” specimen;
- b. Both bottles are sent to a laboratory;
- c. Only the “primary” specimen is opened and used for analysis;
- d. The “split” specimen remains sealed and stored at the laboratory;
- e. If the “primary” specimen confirms the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request in writing the “split” specimen to be sent to another DHHS certified laboratory for analysis;
- f. If it is positive for one (1) or more of the drugs, then a continuation test is performed for each drug using state-of-the-art gas chromatography/mass spectrometry (“GC/MS”) analysis; and
- g. GC/MS confirmation ensures that over-the-counter medications and prescriptions are not reported as positive results.

Any portion of a sample provided during the collection event will be discarded if an employee fails to provide a sufficient specimen by the end of the three-hour wait period.

16. Direct Observation.

Observed collections are required in a number of situations for DOT employees. Any employee subject to a drug test may also be required to undergo observed collection. The purpose of direct observation is to guard against employee attempts to mask the testing process. Observed collections are required in the following circumstances:

- a. All return-to-duty tests;
- b. All follow-up tests;
- c. Anytime the employee is directed to provide another specimen, because the temperature of the original specimen was out of the acceptable temperature range of 90 – 100 degrees Fahrenheit;
- d. Anytime the employee is directed to provide another specimen because the original specimen appears to have been tampered with;
- e. Anytime a collector observes materials brought to the collection site or the employee’s conduct clearly indicates an attempt to tamper with a specimen;
- f. Anytime the employee is directed to provide another specimen, because the laboratory reported to the MRO that the original specimen was invalid, and the MRO determines that there is not an adequate medical explanation for the result; or
- g. Anytime the employee is directed to provide another specimen, because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split sample could not be performed.

The employee who is being observed will be required to raise his or her shirt, blouse or dress/skirt as appropriate, above the waist, lower clothing and underpants and turn around completely at the direction of the observer in order to show that he or she is not wearing any prosthetic device.

Where necessary, an Employer representative or medical personnel may obtain a specimen outside of a designated collection site (such as the emergency room following an accident investigation, etc.).

17. Alcohol Testing Procedures.

All employees are prohibited from possessing, drinking or being impaired or intoxicated by alcohol while at work or on duty. **In addition, safety-sensitive employees are prohibited from consuming any alcohol four (4) hours prior to going on duty.** A Blood Alcohol Concentration (BAC) of 0.04 will be accepted as presumptive evidence of intoxication.

Any employee may be subject to alcohol testing either for reasonable suspicion or post-accident. Safety-sensitive employees are also subject to random alcohol testing. Random testing will be conducted just before, during or after



the employee has performed a safety-sensitive function. Safety-sensitive employees with a BAC of 0.02 will be immediately removed from the safety-sensitive duties for a period of at least twenty-four (24) hours.

All alcohol tests will be conducted using evidentiary breath testing devices approved by the National Highway Traffic Safety Administration by a properly trained person. Any result showing greater than a 0.02 BAC will be repeated.

18. Evaluations and Return of Results.

The MRO will be responsible for reviewing the quantified test results of employees and confirming that the individuals testing positive have used drugs in violation of policy. Prior to making a final decision, the MRO shall give the individuals testing positive an opportunity to discuss the result either face-to-face or over the telephone. If the test result is negative dilute, the MRO may decide that the employee must take another test. If this second test results in a negative dilute result, the test will ordinarily be considered to be a negative and no additional testing will be required unless the MRO so directs.

The MRO shall then promptly tell the Drug Program Coordinator which employees or applicants test positive.

19. Request for Re-Test.

An employee may submit a written request for a re-test of the original specimen within seventy-two (72) hours of receipt of the final test results. Requests must be submitted in writing to the Drug Program Coordinator. The employee may be required to pay the associated costs of re-test in advance but will be reimbursed if the result of the re-test is negative.

20. Release of Test Results.

Except where otherwise specifically required by law, employee drug testing results and records are maintained by the Employer, the drug testing laboratory, and the Medical Review Officer. They cannot be released to others without the written consent of the employee. Exceptions to this confidentiality are limited to DOT agencies when license or certification actions are required or to the decision-maker in arbitration, litigation or administrative proceedings arising from a positive drug test.

However, all employees will be required to execute a consent/release for permitting the Employer to release test results and related information to the Department of Industrial Relations or other relevant government agency. Applicants for safety-sensitive positions will also be required to execute a consent/release form permitting the Employer to review records of previous drug and alcohol testing information.

21. Retention of Records.

All records will be maintained so as to preserve confidentiality and prevent unauthorized persons from accessing, releasing or tampering with records. The following records will be maintained:

- a. Records related to the collection process, including:
  - i. Collection of logbooks, if used;
  - ii. Documents relating to the random selection process;
  - iii. Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol tests;
  - iv. Documents generated in connection with decisions on post-accident drug and alcohol testing; and
  - v. MRO documents verifying existence of a medical explanation of the inability of an employee to provide adequate urine or breath sample.
- b. Records related to test results:
  - i. The employer's copy of the custody and control form;
  - ii. Documents related to the refusal of any employee to submit to a test; and
  - iii. Documents presented by an employee to dispute the result of a test.

- c. Records related to referral and return-to-duty and follow-up testing, including records of any DOT employee's entry into and completion of the treatment program recommended by the substance abuse professional.
- d. Records related to employee training:
  - i. Training materials on drug use awareness and alcohol misuse, including a copy of the employer's policy on prohibited drug use and alcohol misuse;
  - ii. Names of employees attending training on prohibited drug use and alcohol misuse and the dates and times of such training;
  - iii. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and alcohol testing based on reasonable suspicion; and
  - iv. Certification that any training conducted under this part complies with the requirements for such training.
- e. Copies of any annual MIS reports submitted to FTA.

The following records will be maintained for no less than five (5) years: records of verified positive drug or alcohol test results, documentation for refusals to take required drug or alcohol tests, referrals to the substance abuse professional and copies of annual MIS reports submitted to FTA.

The following records will be maintained for no less than two (2) years: records related to the collection process and employee training.

The following records will be maintained for no less than one (1) year: records of negative drug or alcohol test results, with the exception that all post-accident testing records will be maintained for at least three (3) years after an accident.

## 22. Employee Education and Training.

The Employer will provide written information in drug/alcohol use and treatment resources to safety-sensitive employees. The Employer will provide one (1) hour of training for safety-sensitive employees on the dangers of controlled substance use annually. All supervisors of safety-sensitive employees must also attend one (1) hour of training on the signs and symptoms of drug abuse. The training is necessary to assist supervisors in making appropriate determinations for reasonable suspicion testing.

## 23. Employment Assessment.

Any Safety-sensitive employee or applicant who tests positive for the presence of illegal drugs and/or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended or has refused to submit to a drug or alcohol test (except in the case of an applicant) will be referred to a Substance Abuse Professional (SAP). A SAP can be a licensed physician (Medical Doctor or Doctor of Osteopathy) or a licensed or certified psychologist, social worker or employee assistance professional with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission. The SAP will follow the protocols and meet the requirements defined in 49 CFR part 40. All employees and applicants will be given contact information for a USDOT qualified SAP if they test positive.

## 24. Employee Assistance Program (EAP).

The Employer's EAP shall include:

- a. Education and training for employees regarding drugs and alcohol; and
- b. Education and training for supervisors regarding drugs and alcohol, including:
  - i. Effects and consequences of substance use on personal health, safety and work;

- ii. Manifestations and behavioral causes that may indicate substance use;
- iii. Documentation of training provided; and
- iv. A written statement on file and available at the Commission office outlining the EAP.

The Drug Program Coordinator or designee should be contacted for further guidance.

25. Investigation/Searches.

Where a supervisor has reasonable cause to suspect that an employee has violated the substance abuse policy, he or she may inspect vehicles which an employee brings on the Employer's property, lockers, work areas, desks, purses, briefcases, tool boxes or other belongings and at locations where Employer related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Drug Program Coordinator will do so for him or her. The Employer may release any illegal or controlled drugs or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the Drug Program Coordinator or designee.

26. System Contacts.

Designated Employer Representative (DER)

Primary:

Title: Director of Safety & Loss Prevention

Address: 500 2<sup>nd</sup> Ave SW

Cullman, AL 35055

Phone: (256) 775-4948

Designated Employer Representative (DER)

Alternate:

Title: Asst. Director of Safety & Loss Presentation

Address: 500 2<sup>nd</sup> Ave SW

Cullman, AL 35055

Phone: (256) 775-4949

SAMHRA Certified Laboratory

Name: MedTox Laboratories, Inc.

Substance Abuse Professional (SAP)

Primary SAP: Lisa Butler

Agency: Awakening Counseling Services

Address: 43586 State Hwy 75 – Snead, AL 35962

Phone: (205) 353-9506

Backup SAP: Boyd Scoggins

Agency: Boyd Consultants

Address: 1914 3<sup>rd</sup> St SW – Attalla, AL 35954

Phone: (256) 282-6828

Medical Review Officer (MRO)

Name: Dr. James V. Thomas

Address: 1908 Cherokee Ave SW

Cullman, AL 35055

(Attachment A)

***SAFETY-SENSITIVE FUNCTIONS***

- Maintaining or repairing tools that have the capacity to seriously injure the user or another person, including but not limited to, chainsaws or weed eaters.
- Maintaining or repairing motor vehicles or heavy equipment, including but not limited to, bulldozers, tractors, and riding mowers.
- Driving or operating motor vehicles or heavy equipment as part of his/her job duties, including but not limited to, autos and trucks, or tractors and riding mowers for which licensure is not required by the State of Alabama.
- Operating tools that have the capacity to seriously injure the user or another person.
- Loading and unloading vehicles or heavy equipment.
- Any activity related to the safe operation of a mass transit system, including dispatching vehicles.
- Carrying any weapon or object that could reasonably be used as a weapon, including but not limited to, firearms, knives, machetes, blades, tasers, or batons.
- Answering emergency calls and/or directing the provision of emergency services.
- Providing emergency medical services.

***SAFETY-SENSITIVE POSITIONS***

All positions were reviewed for safety-sensitive duties, as defined in 49 CFR part 655, to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following are some of the positions that have been determined to be safety-sensitive:

**Some Safety-Sensitive Positions**

Law Enforcement  
Corrections Employees  
Courthouse Security Employees

Road & Bridge Employees  
Mechanics / Leadmen  
Transportation Employees

Solid Waste / Landfill Employees  
Emergency Management Employees  
Emergency Communications

Facilities / Maintenance employees  
Animal Control Employees  
Parks & Recreation Employees  
Operations Manager  
Sanitation Drivers/Collectors & Maintenance  
Water Works Employees  
And any others deemed by the county

# Cullman County Employee Handbook, Approved February 23, 2016

## Changes Effective May 17, 2023:

- Replace section **I-H. Technology Use Policy** with **I-H. Data and Cybersecurity Policy and Procedures**. (Included in Cullman County Commission Employee Handbook and Cybersecurity Manual).
- Add section **I-H(A). Social Media Policy and Procedures**. (Included in Cullman County Commission Employee Handbook and Cybersecurity Manual).
- Add section **I-H(B). Data Breach Notification Policy and Procedures**. (Included in Cullman County Commission Employee Handbook and Cybersecurity Manual).
- Change section **I-GG. Other Policies and Procedures**. Add Cybersecurity Manual.
- Change section **IV-E. Bereavement Leave / Funeral Leave**. Replace entire section with the following:

“If you are a full-time classified or appointed employee and a death occurs in your family, you will be compensated for time lost from your regular work schedule in accordance with the following guidelines.

You will be granted up to three days off with pay in the event of the death of your spouse, child, parent, sibling, grandparent, or grandchild; and one day off with pay in the event of the death of a relative not a member of your immediate family as defined above (ex: aunt/uncle; niece/nephew, etc.) or any person actually residing in the employee’s household. Current step-relatives and current in-laws are considered in the same categories as listed above.

Requests for bereavement leave should be made to your immediate supervisor. The elected official/appointed department head will make the final decision on any additional number of approved days for bereavement leave based on factors such as required travel and level of involvement in funeral arrangements. Other factors may also be considered. Bereavement leave will not normally exceed the allotted consecutive calendar days in length and will normally span the day before, the day of and the day after the funeral (for a 3 day bereavement allotment) or the day of the funeral (for a 1 day bereavement allotment). Any bereavement period that is expected to go over the normal allotted limit requires approval from the employee’s elected official/appointed department head, and the employee must use his or her annual leave.

Compensation pay for bereavement will be computed at the employee’s straight time base rate of pay for the employee’s regularly scheduled work shift on the days the employee is absent. Bereavement will not be paid for a day when the employee is not normally scheduled to work. Bereavement leave will not be considered as time worked for the purpose of calculating weekly overtime compensation.”
- Change section **IV-G. Holidays**. Add the following: “\*\*\*” to Juneteenth; Add “Day After Thanksgiving\*\*\*”; Add “\*\*Upon designation by the Governor” to holiday listing. Add the following sentences to paragraph 3: “Refer to Section IV-H Leave without Pay section (last sentence in paragraph 1) regarding employees in a leave without pay status the day before or the day after a holiday. Employees who are leaving employment with Cullman County may not use a Holiday as their termination date.”
- Change section **IV-H. Leave without Pay**. Replace the second sentence in paragraph 4 with the following: “An employee who has exhausted all of his or her accrued leave and FMLA leave but is unable to return to work may apply for employer-approved unpaid leave during which eligibility for benefits is continued with timely payment of the employee contribution. Once an employee exhausts the approved unpaid leave, employment may end (at the discretion of the County Commission and the Appointing Authority). Eligibility for benefits will end at that time and the employee will be offered COBRA continuation.”
- Change section **IV-I. Leave of Absence**. Replace paragraph 1 with the following: “An employee who has exhausted all of his or her annual, sick and FMLA leave but is unable to return to work may apply for an unpaid leave of absence during which eligibility for benefits is continued for up to three (3) months. In extenuating circumstances the Commission may grant additional unpaid leave with continued benefits eligibility for up to an additional six (6) months. Once an employee exhausts the additional unpaid leave, employment may end (at the discretion of the County



Commission and the Appointing Authority). Eligibility for benefits will end at that time and the employee will be offered COBRA continuation.”

- Change section **V-M. Retirement Plan**. Replace paragraph 2 with the following: “Employees who were in the RSA plan before January 1, 2013 are considered Tier I participants. Employees who enroll in the RSA plan on or after January 1, 2013 are considered Tier II participants. Cullman County has adopted Legislative Act 2019-132 which gives all Tier II participants the same benefits as Tier I participants. Cullman County has also adopted Legislative Act 2011-676 which requires all Tier I and Tier II participants to contribute 7.5% on a pre-tax basis from each paycheck (8.5% for APOST certified law enforcement officers). The county also contributes to the retirement system based on required contribution rates set by RSA.” Replace paragraph 3 with the following: “Employees are vested in the Retirement Systems of Alabama after ten (10) years of service. Tier I and Tier II employees are eligible to retire with twenty-five (25) years of service or ten (10) years of service and age sixty (60). For more information regarding RSA benefits, visit their website at <https://www.rsa-al.gov/>”
- Change section **VII-N. Alcohol and Drugs – Drug Free Workplace Policy**. This entire policy has changed based on recommendations from the Alabama County Commission Association ACCA). Changes primarily involved cannabidiol (CBD) derivatives, Medical Marijuana, types of drug testing, Prescription Drugs and Intoxicating Substances, reasonable cause wording, Substances tested for, Release of test results and other wording changes. Because the changes to this critical policy are so numerous, it is recommended that all employees print out a copy of the new policy in full and place it in their County Handbook for future reference.

Come in w/Sharon lot next in Jan to discuss

**Bid Form**

Owner: Cullman County Public Library System  
 200 Clark St NE  
 Cullman AL, 35055

Bidder Name: Eckenrod Ford

In compliance with the invitation and instructions to Bidders, the undersigned proposes to propose an electric vehicle for the Cullman County Public Library System's Bookmobile.

	Quantity	Unit Cost	Total
A (This may include descriptions)	<u>Transit 350 HR</u>	<u>55,110.00</u>	<u>55,826.48</u>
B	_____	_____	_____
C	_____	_____	_____
D	_____	_____	_____
TOTAL BASE BID _____			

**ADDENDA**

Receipt is acknowledged of Addenda numbers \_\_\_\_\_

**TIME OF COMPLETION**

The undersigned agrees to deliver the specified equipment within 60-90 calendar days from the date of the award of Contract.

**DECLARATION**

The undersigned hereby declares the bid specifications have been carefully examined and this proposal is submitted in compliance therewith. The undersigned understands that competence and responsibility, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals to accept or reject alternate proposals and unity prices, and waive technicalities concerning the bid proposals received as it may be in the Owner's best interest to do so.

Dustin Va  
 Authorized Representative's Signature  
Sales Manager  
 Title  
Eckenrod Ford  
 Company  
5255 AL Hwy 157  
 Street Address  
Cullman AL 35058  
 City/State/Zip

12-13-21  
 Date  
(256) 338-2480  
 Telephone  
(256) 734-9259  
 Fax  
amshedd87@gmail.com  
 E-mail

# INVITATION TO BID (Request for Proposal)

December 9, 2021

## PROJECT

Bookmobile

## PROJECT DESCRIPTION

The Cullman County Public Library System serves all of Cullman County's more than 80,000 residents. While it is true many of these residents are capable of visiting one of the Cullman County Public Library System's five branches, there are a great many who do not have access to the buildings for various reasons including lack of transportation and mobility issues. It is these people who are unable to visit the branches that rely on the Bookmobile the most to bring to them library materials both educational and recreational.

The Bookmobile is a library on wheels delivering library materials to residents of all ages, from toddler to senior in Cullman County. The Bookmobile visits all manner of places, including schools, day care centers, community centers, festivals, assisted living centers, and more.

The Cullman County Public Library System is seeking to replace their current Bookmobile as the current one is over 17 years old, unreliable, and in constant need of costly, impermanent repairs. The Cullman County Public Library System is seeking to purchase one electric cargo transport vehicle, to be converted for use as a mobile library known as a Bookmobile.

As such, the Cullman County Public Library System will be receiving bids until December 20<sup>th</sup>, 2021. At this time, sealed bids will be opened and read.

The aware of this bid will be made by the Cullman County Public Library.

## TIMELINE OF BID PROCESS

Request for Proposal (RFP) Issued:	December 9, 2021
Receiving of Bids:	Until December 20, 2021
Notification of Decision to Bidders:	December 22, 2021
Contract Awarded:	December 22, 2021
Project Completion Date:	June 15, 2022

## OWNER:

Cullman County Public Library System  
200 Clark St NE  
Cullman, AL 35055

## **INSTRUCTIONS TO BIDDERS**

Date: December 9, 2021

### **PROJECT:**

Bookmobile

### **DEFINITIONS:**

"Bidding Documents" include Invitation to Bid, Instructions to Bidders, and Bid Form including any Addenda issued prior to December 20, 2021.

### **ADDENDA:**

Addenda are written or graphic instruments issued prior to bid receiving which modify or interpret the bidding documents, including specifications, additions, deletions, clarifications, or corrections.

Prior to bid receiving, Addenda will be posted on the Cullman County Public Library's Cullman Branch's Bulletin Board and each Bidder recorded by the Owner as having received the bidding documents will be notified.

Bidders shall acknowledge receipt of Addenda on the Bid Form.

Any questions or requests for information by interested bidders must be submitted in writing to the Project Coordinator, by mail or email.

### **EXAMINATION OF BIDDING DOCUMENTS:**

Each Bidder shall examine the bidding documents carefully. Any interpretation or correction will be issued as an Addendum by the Owner. **ONLY A WRITTEN INTERPRETATION OR CORRECTION BY ADDENDUM SHALL BE BINDING.**

### **Mail, deliver or email the BID FORM to:**

Josephine Harrington  
Assistant Director  
Cullman County Public Library System  
200 Clark St NE  
Cullman, AL 35055  
harringtonj@ccpls.com

If submitting a paper BID FORM, enclose the BID FORM in a sealed opaque envelope bearing the legend:

BID FORM  
Project: BOOKMOBILE  
Bidder: (your company name)  
Address: (your company address)

Please note email submission of BID FORMS is not secure, unless initiated in that manner by the Bidder. All documents in an emailed bid must be in read-only pdf format.

**COORDINATOR:**

The Coordinator shall assume general coordination and direction of the project. The Coordinator is:

Josephine Harrington  
Assistant Director  
Phone: (256) 734-1068  
harringtonj@ccpls.com



**BIDDER'S REPRESENTATION:**

The Bidder, by responding to this bid, represents that

1. The Bidder read and understood the INSTRUCTIONS TO BIDDERS.
2. The Bidder carefully examined all bidding documents pertaining to the project.
3. The Bidder acknowledges receipt of Addenda, if any.

**BID RECEIVING:**

The Owner will receive and open and read bid proposal forms at the time indicated in the INVITATION TO BID.

The bid proposal shall include all costs for a new vehicle.

No oral or telephone bids will be considered.

**BID WITHDRAWAL:**

A Bidder may withdraw a BID FORM in writing, including via email, to Owner prior to time fixed for bid receiving.

Unless otherwise provided in any supplement to these INSTRUCTIONS TO BIDDERS, no Bidder shall modify, withdraw, or cancel the bid, or any part thereof, for thirty (30) calendar days after the date for receiving bids.

**AWARD OF CONTRACT:**

The approved bidder must be prepared to provide a service/purchase contract upon notification of bid approval. A contract will be awarded as soon as possible to the responsible Bidder submitting the lowest acceptable bid, provided:

1. The total of acceptable bids is within the Owner's financial budget for the project.
2. The contract is legally acceptable.
3. The bid complies with State of Alabama bid requirements

**REJECTION OF BIDS:**

The Bidder acknowledges the Owner's right to reject any and all bids and to waive any formality or irregularity in any bid received. The Bidder recognizes the Owner's right to reject any bid which fails to submit the data required by the bidding documents, or is in any way incomplete or irregular. An award to the lowest Bidder is not required.

**COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN  
PROTECTION ACT**

**(ACT 2011-535. AS AMENDED BY ACT 2012-491)**

By signing this contract, grant, or other 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. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

**Bid Form**

**Owner:** Cullman County Public Library System  
200 Clark St NE  
Cullman AI, 35055

Bidder Name: \_\_\_\_\_

In compliance with the invitation and instructions to Bidders, the undersigned proposes to propose an electric vehicle for the Cullman County Public Library System's Bookmobile.

	Quantity	Unit Cost	Total
A. {This may include descriptions}	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
TOTAL BASE BID			

**ADDENDA**

Receipt is acknowledged of Addenda numbers \_\_\_\_\_.

**TIME OF COMPLETION**

The undersigned agrees to deliver the specified equipment within 60-90 calendar days from the date of the award of Contract.

**DECLARATION**

The undersigned hereby declares the bid specifications have been carefully examined and this proposal is submitted in compliance therewith. The undersigned understands that competence and responsibility, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unity prices, and waive technicalities concerning the bid proposals received as it may be in the Owner's best interest to do so.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Company

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
City/State/Zip

## **SPECIFICATIONS FOR EV CARGO TRANSPORT VEHICLE**

(Meeting or exceeding these standards, or equivalent)

This bid shall be for the purchase of one electric cargo transport vehicle, to be converted for use as a mobile library, known as a bookmobile. Nothing in this bid is intended to limit competition or to identify a particular brand. The specifications are intended to provide a standard of quality. All bids will be considered.

New 2022 Model

### **Exterior**

16" Steel Wheels

235/65R16C 121/119 R BSW All-Season Tires

Power Folding and Heated Mirrors

Glass – Tinted

Running Boards

Spare Tire and Wheel

Blind Spot Assist 1.0

Perimeter Alarm

Reverse Sensing System

360-Degree Camera with Split View and Front Washer

Front Fog Lamps

148" Wheelbase

3,000 lb Payload Capacity

100" Height

### **Interior**

2-Way Manual Driver and 2-Way Manual Passenger Seats

Assist Handles – D-Pillar

Floor Covering – Vinyl - Front Only

SYNC® 4 with 12" Multi-Function Display or equivalent brand

480 cu.ft. Cargo Room

**Powertrain**

Electric Motor – 67 kWh Battery

Rear Wheel Drive

Single-Speed Transmission

Electric Axle

**Packages**

Cargo Van

**Other**

All required Warranties

Product literature as necessary

Eckenrod Ford

(256) 734-3361 ext DEALER 21D #18

VIN 1FTBW1XK6PKA89012

	Suggested Retail Price	Price
W1XC T350 HR CARGO RWD-BEV	57810 00	57810 00
148" WHEELBASE		
2023 MODEL YEAR		
YZ OXFORD WHITE		
VK DARK PALAZZO GRAY VINYL		
PREFERRED EQUIPMENT PKG.101A		
.XL TRIM		
99K ELECTRIC MOTOR	NC	NC
44A 1-SPEED TRANSMISSION	NC	NC
TC8 .235/65R16C BSW ALL-SEASON	NC	NC
XE3 ELECTRIC AXLE		
JOB #1 ORDER		
153 FRONT LICENSE PLATE BRACKET	NC	NC
18P 253 DEGREE OPENING	70 00	70 00
20C 9500# GVWR PACKAGE	NC	NC
425 50 STATE EMISSIONS	NC	NC
43R REVERSE SENSING SYSTEM	NC	NC
55D FRONT FOG LAMPS	NC	NC
57C ELEC AIR TEMP CONTROL	NC	NC
58B SYNC 4 AM/FM BLUETOOTH	145 00	145 00
59D PERIMETER ANTI-THEFT ALARM	655 00	655 00
61D 360-DEGREE CAMERA	275 00	275 00
63E DUAL BATTERIES (70 AMP-HR)	NC	NC
64H SRW - STEEL W/ SILVER COVER	55 00	55 00
66C D-PILLAR ASSIST HANDLES	290 00	290 00
68H RUNNING BOARD	1490 00	1490 00
TOTAL OPTIONS/OTHER	59300 00	59300 00
TOTAL VEHICLE & OPTIONS/OTHER	1895 00	1895 00
DESTINATION & DELIVERY		
TOTAL FOR VEHICLE	61195 00	
FUEL CHARGE		10 00
CV LOT MANAGEMENT		
SHIPPING WEIGHT 5966-LBS.		
TOTAL	61195 00	61205 00

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to <b>Eckenrod Ford</b> P.O. BOX 820 Cullman		21D418 AL 35056		Order Type 1	Ramp Code CS15	Batch ID PC162	Price Level 355
Ship to (if other than above)				Date Inv. Prepared 03 16 23	Item Number 21-1701	Transit Days 15	
				Ship Through			
Invoice & Unit Identification NO. 1FTBW1XK6PKA89012		Final Assembly Point KANSAS CITY		Finance Company and/or Bank Ford Motor Credit 000001			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA	
7	61205.00	60145.93	60245.93	61235.18			297.00

This invoice to be used for the billing of vehicles only

Dealer's copy



## **County Contract Services - IT Services**

### **CULLMAN COUNTY COMMISSION AND CULLMAN COUNTY DISTRICT ATTORNEY'S OFFICE**

THIS AGREEMENT, entered into this 16th day of May 2023 between the Cullman County Commission (herein called the "COUNTY") and District Attorney's Office (herein called the "DA"), This agreement concerns technology support services delivered by the COUNTY to the DA. Technology support services will be provided by the COUNTY through the Cullman County IT Department (herein called "IT"),

#### **WITNESSETH THAT:**

WHEREAS, DA desires to engage the COUNTY to render technical support services, through the County IT department.

NOW, THEREFORE, the COUNTY and DA do mutually agree as follows:

#### **Section 1. Summary**

DA agrees to engage the COUNTY and the COUNTY hereby agrees to perform the services hereinafter set forth for DA, for technology support services.

#### **Section 2. Scope of Services**

The COUNTY shall provide technological support services to DA to include, but not necessarily be limited to:

- Computers and related equipment
- Phone system
- Electronic mail through Microsoft
- Configure new equipment on servers.
- Further spelled out in "Exhibit A"

The DA will be responsible for additional costs if/when new computers and/or additional equipment is purchased. This includes and is not limited to replacement of current equipment or expansion of the current network. Expansion of core network equipment includes but is not limited to, switches, and/or phones and any additional equipment needed. The COUNTY will be responsible for the configuration and maintenance following the purchase of new equipment and the expansion is completed.

The COUNTY employees from the IT department will sign a non-disclosure agreement with the DA to protect all confidential information within the DA office. Further, CJIS security

clearances will be required for COUNTY IT department employees providing services to the DA's office.

### **Section 3. Term**

The term of this Agreement will commence on May 16, 2023, and will continue for a 12-month term until May 15, 2024. At the completion of the initial term, this agreement can be renewed annually by signing a new pricing addendum.

### **Section 4. Compensation**

*Compensation.* COUNTY services will be provided to and paid for by DA on a monthly basis at **\$1,100.00** per month for basic technology support which is described in Section 2 and "Exhibit A". The COUNTY will provide the on boarding process and implementation for \$3240.00. DA shall make payments of the above monthly charge on or by the 5<sup>th</sup> day of each month.

### **Section 5. Terms and Conditions**

*(a) Independence.* DA is an independent entity and none of its agents, servants or employees shall be deemed to be under the control of COUNTY nor in any way shall any of its agents, servants or employees or other persons, firms, or corporations conducting business for DA be deemed to be employees or agents, servants, or employees of COUNTY.

*(b) Indemnity.* DA shall indemnify and save COUNTY, its officials, employees, and personnel, safe and harmless from any claims made by any person, firm or corporation against COUNTY, or such persons, for injury to property or person or other damages or claims arising directly or indirectly out of any activity or pursuit of DA, or directly or indirectly out of, due to, or in any way related to this contract or the performance thereof by COUNTY or said persons, which said obligation of indemnity shall include the payment by DA to COUNTY, its officials, employees, and personnel, of any and all attorneys' fees, costs of defense and judgments rendered, if any, in favor of any such person, firm or corporation.

*(c) Termination - General.* This Agreement may be terminated at any time for any reason by DA or COUNTY. The party desiring to terminate this Agreement shall give THIRTY DAYS written notice to the other party of its intent to terminate.

*(d) Changes.* Either the COUNTY or DA may, from time to time, request changes of in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the COUNTY's compensation, which is mutually agreed upon by and between the COUNTY and the DA, shall be incorporated in written amendments to this contract.

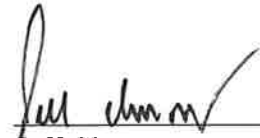
*(e) Assignability.* DA shall not assign any interest, benefit or right in this contract or created

thereby, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY. This contract shall not create any rights of any kind or character in any third person, firm, or corporation, and shall not create any duty on the COUNTY to any entity other than the DA. There shall be no third-party beneficiaries to this contract, and nothing contained herein shall be construed in any way to create any duty owed by the COUNTY to any third person, firm, or corporation other than DA. No such third person, firm, or corporation shall have any right, cause of action, or right of action against the COUNTY for any work done in the performance of this contract.

(f) *Compliance with Local Laws.* DA shall comply with all applicable laws, ordinances, and codes of the U.S. Government, the State of Alabama, and the COUNTY.

IN WITNESS WHEREOF, the COUNTY and DA have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

Signature lines for DA and COUNTY



Jeff Clemons,  
Chairman Cullman County Commission



Champ Crocker  
District Attorney  
32<sup>nd</sup> Judicial Circuit

## Exhibit A

### County Contract Technology Support Services

County hereby provides DA with a Technology Service Level Agreement. This agreement represents our proposal to provide DA with the information technology services needed to help them perform and reach their business goals and objectives.

#### ***1.) Core IT Support Services Offered***

The scope of this agreement is limited to the following specified technology operations.

	1.) Desktop Services - Support as needed of desktop technology hardware.
	2.) Server Services - Support as needed of server technology hardware.
	3.) Application Services - Support as needed of specific desktop software platforms.
	4.) Network Services - Support as needed of networking equipment wireless APs, etc..
	5.) Telecommunications Services - Support as needed of specific telecom platforms.
	6.) Project Management Services - Installation and implementation management of IT projects.
	7.) Specialty Services - Video Surveillance, GPS, Remote devices (iPhones, iPads, Surface)
	8.) Time & Materials Services - ad hoc support services based on resource availability

#### ***2.) Charges & Billing***

- a) Invoices for time and materials charges will be issued on a monthly basis. These invoices will be payable within 30 calendar days from the invoice date.
- b) IT may elect, based on the nature of the DA service request, to utilize an outside technology vendor or software package to assist with issue resolution if needed. Outside vendor-provided services/software will be billed directly from the vendor to DA if pre-approved by DA.

#### ***3.) DA Responsibilities***

- a) Ownership of all the technology assets currently owned by DA will remain with DA.
- b) Support requests must be for official DA equipment use only.
- c) DA will require and or perform timely communications with IT staff and provide payment for services rendered as governed herein.

#### ***4.) Disaster Recovery***

It is the responsibility of DA to make known to IT as soon as possible when a disaster situation is known. Based upon the severity and criticality of the need, IT will assist DA with technology assistance to minimize operational impact of the situation. It is the DA's responsibility to provide any hardware/software and data files that would be needed if recovery is required. *DA will not be covered under COUNTY Disaster Recovery Insurance Policy.*

***5.) Procedure of Resolution of Service Related Disagreements***

- a) The following escalation contacts should be followed to resolve an issue related to this agreement.
  1. John Bullard jbullard@co.cullman.al.us





MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CULLMAN COUNTY COMMISSION  
AND  
THE CULLMAN COUNTY MASTER GARDENERS ASSOCIATION

The objective of this memorandum of understanding is to outline the specific responsibilities regarding the planned arboretum at the Sportsman's Lake Park Wildflower Garden. The Wildflower Garden is a part of Sportsman's Lake Park and the upkeep is completed as a partnership between the Cullman County Commission Parks and Recreation Department (Parks Department) and the Cullman County Master Gardener's Association (Master Gardeners), a 501(c)(3) nonprofit organization. The Master Gardeners have assumed the responsibility for gardening items, such as weeding, planting, general cleanup and overall planning of the gardens. If items go beyond the scope of volunteer work, such as the need for construction equipment, debris removal or larger cleanup, the Parks Department is notified by the Master Gardeners and the work is planned in their normal course of business.

The planned arboretum will follow the same course of action, and the design, layout, and maintenance will be coordinated between the Master Gardeners and the Parks Department. The Master Gardeners will be responsible for the arboretum identification and signage installation as well as consultation with arborists and other experts for making recommendations for the care and maintenance of the identified trees. In addition, the Master Gardeners will investigate and pursue arboretum accreditation as well as potential grants and charitable contributions in consultation with the Parks Department and the Cullman County Commission. The Parks Department will continue to maintain the trails and remove fallen trees or other debris in coordination with the Master Gardeners. Any significant changes to the trails, structures or other facilities of the park are subject to approval by the Parks Department and possibly the Cullman County Commission, depending on the scope of the change. Any expenditure of County funds beyond general maintenance items is subject to approval by the Director of Cullman County Parks and Recreation, and if unbudgeted is subject to approval by the Cullman County Commission.

The Master Gardeners is an independent entity and none of its agents, volunteers or employees shall be deemed to be under the control of the Parks Department or the County Commission nor in any way shall any of its agents, volunteers or employees or other persons, firms, or corporations conducting business

for Master Gardeners be deemed to be employees or agents, servants, or employees of the Parks Department or the County Commission.

The Master Gardeners shall indemnify and save Parks Department and the County Commission, its officials, employees, and personnel, safe and harmless from any claims made by any person, firm or corporation against COUNTY, or such persons, for injury to property or person or other damages or claims arising directly or indirectly out of any activity or pursuit of the Master Gardeners, or directly or indirectly out of, due to, or in any way related to this MOU or the performance thereof. Indemnity shall include the payment by Master Gardeners to the County Commission, its officials, employees, and personnel, of any and all attorneys' fees, costs of defense and judgments rendered, if any, in favor of any such person, firm or corporation.

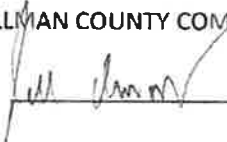
This Memorandum of Understanding is not legally binding and does not obligate the partners to any financial commitments or expenditures.

This Memorandum of Understanding will be reviewed annually to determine its capacity to deliver ongoing value to both organizations.

This Memorandum of Understanding will apply from the date of its signature and will remain in effect until officially terminated in writing by the signatories.

CULLMAN COUNTY COMMISSION

BY

  
\_\_\_\_\_

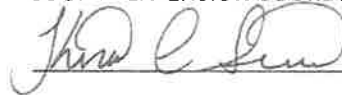
JEFF CLEMONS, CHAIRMAN

CULLMAN COUNTY MASTER GARDENERS

  
\_\_\_\_\_

HOLLY HIRSBRUNNER, PRESIDENT

COUNTY EXTENSION COORDINATOR

  
\_\_\_\_\_

KIRA C. SIMS

DATE 5/18/23

**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

April 18, 2023

### **Proposed considerations for upcoming Commission meeting on May 16th, 2023.**

- Proposed plat Hamby Subdivision. A minor subdivision containing 10 Lots located off County Road 599.

**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

April 18, 2023

### **Proposed considerations for upcoming Commission meeting on May 16th, 2023.**

- Proposed plat Ryan's View Subdivision. A major subdivision containing 27 Lots located off County Road 102.

**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

April 18, 2023

### **Proposed considerations for upcoming Commission meeting on May 16th, 2023.**

- Proposed plat The Homestead Subdivision. A minor subdivision containing 6 Lots located off County Road 768.

# WALTER WATER AUTHORITY

P. O. BOX 308

HANCEVILLE, ALABAMA 35055

June 20, 2023

The regular monthly meeting of the Board of Directors of the Walter Water Authority was held at the Walter Volunteer Fire Department on June 20, 2023 at 6:00 PM.

Present: Mitch Duke, Chairman; Johnny Duke, Vice-Chairman; Phillip Hicks, Director, Joe Stewart Manager/Operator and Steven Jordan, Meter Superintendent.

The meeting was called to order by Chairman. Mitch Duke. Minutes for the May 16, 2022 were read by Joe Stewart and approved.

The following items were presented for review:

1. Bank Statements for May, 2023
2. MOR,s Report for May, 2023
3. Customer Status Report for May, 2023

Directors discussed service to The Homestead subdivision. This is a proposed five lot residential subdivision on County Road 768. The Directors approved domestic service only to lots with direct frontage on the 3" water main in County Road 768. If development of the property requires extension of water mains or fire hydrants/ fire protection the Developer must pay the total cost of installing a 6" water main to the existing 6" water main in County Road 703.

There being no other business the meeting was adjourned at 7:00 PM.

Mitch Duke, Chairman



Joe Stewart Manager/Operator





INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, May 3, 2023 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for corrugated metal pipe for the Cullman County Road Department and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County.

City of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Board of Education, City of Cullman, and the Town of Berlin.

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

Each participating governmental entity will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

**This bid shall be for a period of six (6) months from date of award.**

Bid price shall be indicated as a percentage off the retail prices shown on the attached list for each size and type pipe.

BID TOTAL: 0 % DISCOUNT *Attached pricing includes discount*

Twin Oaks Environmental  
Company

P.O. Box 108  
Address

Opelika AL. 36803

(334) 745-7444  
Phone/Fax

Jobie Watson  
Representative

**CULLMAN COUNTY COMMISSION**

**ROAD DEPARTMENT**

CORRUGATED METAL CULVERT PIPE - PRICE PER LINEAR FT

BID NO.: **1434**

CONTRACT PERIOD: 5/17/2023 TO 11/17/2023

2-2/3" X 1/2" CORRUGATION		Pick-Up			Delivered		
DIAM	GAGE	Round Galvanized.	Round Alumized	High Flow (n = approx 0.12)	Round Galvanized.	Round Alumized	High Flow (n = approx 0.12)
12"	16 (0.064)	15.13	15.90		17.46	18.35	
15"	16	18.84	19.79		21.74	22.83	
18"	16	22.54	23.69		26.01	27.33	
21"	16	26.10	27.41		30.12	31.63	
24"	16	29.82	31.31		34.40	36.13	
30"	16	37.07	38.94		42.77	44.92	
36"	16	44.32	45.99		51.14	53.72	
42"	16	52.20	54.83		60.23	63.27	
48"	16	59.61	62.62		68.78	72.16	
12"	14 (0.079)	20.17	21.11		23.27	24.36	
15"	14	23.17	24.33		26.73	28.07	
18"	14	27.64	29.03		31.90	33.50	
21"	14	32.12	33.74		37.06	38.94	
24"	14	36.60	38.44		42.23	44.36	
30"	14	45.57	47.86		52.58	55.22	
36"	14	54.52	57.27		62.91	66.07	
42"	14	63.48	66.68		73.24	76.94	
48"	14	72.43	76.08		83.58	87.78	
21"	12 (0.109)	47.83	50.07		55.19	57.78	
24"	12	54.50	57.04		62.88	65.82	
30"	12	67.83	70.99		78.27	81.92	
36"	12	81.17	84.95		93.65	98.02	
42"	12	94.50	98.91		109.04	114.13	
48"	12						
2-2/3" X 1/2" CORRUGATION		Pick-Up			Delivered		
SPAN-RISE (DIAMETER)	GAGE	Round Galvanized.	Round Alumized		Round Galvanized.	Round Alumized	
17"X13" (15")	16 (0.064)	20.16	21.18		23.26	24.43	
21"X15" (18")	16	24.12	25.35		27.83	29.24	
24"X18" (21")	16	27.93	29.33		32.23	33.84	
28"X20" (24")	16	31.91	33.50		36.81	38.66	
35"X24" (30")	16	39.66	41.67		45.76	48.06	
42"X29" (36")	16	47.42	49.21		54.72	57.48	
49"X33" (42")	16	55.85	58.67		64.45	67.70	
57"X38" (48")	16	63.78	67.00		73.59	77.32	
17"X13" (15")	14 (0.079)	24.79	26.03		28.60	30.03	
21"X15" (18")	14	29.57	31.06		34.13	35.85	
24"X18" (21")	14	34.37	36.10		39.65	41.67	
28"X20" (24")	14	39.16	41.13		45.19	47.47	
35"X24" (30")	14	48.76	51.21		56.26	59.09	
42"X29" (36")	14	58.34	61.28		67.31	70.69	
49"X33" (42")	14	67.92	71.35		78.37	82.33	
57"X38" (48")	14	77.50	81.41		89.43	93.92	
24"X18" (21")	12 (0.109)	51.18	53.57		59.05	61.82	
28"X20" (24")	12	58.32	61.03		67.28	70.43	
35"X24" (30")	12	72.58	75.96		83.75	87.65	
42"X29" (36")	12	86.85	90.90		100.21	104.88	
49"X33" (42")	12	101.11	105.83	✓	116.67	122.12	✓

High Flow is the same price as either galvanized or Alumized depending on the Coating.

57"X38" (48")		12					
5 3/8" X 1" Corrugations		Pick-Up		Delivered			
DIAMETER	GAGE	Round Galvanized.	Round Alumized	Round Galvanized.	Round Alumized		
54"	12	121.33	126.99	140.00	146.53		
60"	12	136.37	142.73	157.35	164.69		
66"	12	149.36	156.32	172.33	180.37		
72"	12	163.00	170.28	187.72	196.47		
78"	12	176.02	184.23	203.10	212.58		
84"	12	189.33	198.17	218.46	228.65		
90"	12	202.67	212.12	233.85	244.76		
96"	12	215.99	226.07	249.22	260.85		
54"	10	154.57	161.78	178.35	186.67		
60"	10	171.53	179.56	197.94	207.18		
66"	10	189.40	198.24	218.54	228.74		
72"	10	207.27	216.94	239.18	250.31		
78"	10	224.23	234.70	258.73	270.80		
84"	10	241.22	252.47	278.33	291.32		
90"	10	258.18	270.23	297.90	311.80		
96"	10	275.18	288.03	317.52	332.34		
5 3/8" X 1" Corrugations		Pick-Up		Delivered			
SPAN-RISE (DIAMETER)	GAGE	Round Galvanized.	Round Alumized	Round Galvanized.	Round Alumized		
64"X43" (54")	12						
71"X47" (60")	12	145.92	152.72	168.36	176.22		
77"X52" (66")	12	159.82	167.26	184.39	192.99		
83"x57" (72")	12	174.41	182.20	200.86	210.22		
87"x63" (78")	12	188.34	197.13	217.32	227.46		
95"x67" (84")	12	202.58	212.04	233.75	244.66		
103"x71" (90")	12	216.86	226.97	250.22	261.89		
112"x75" (96")	12	231.11	241.90	266.67	279.11		
64"X43" (54")	10	165.39	173.11	190.83	199.74		
71"X47" (60")	10	183.56	192.13	211.80	221.68		
77"X52" (66")	10	202.66	212.12	233.84	244.75		
83"x57" (72")	10	221.78	232.13	255.89	267.83		
87"x63" (78")	10	239.93	251.13	276.84	289.76		
95"x67" (84")	10	258.11	270.14	297.81	311.71		
103"x71" (90")	10	276.25	289.15	318.75	333.63		
112"x75" (96")	10	294.44	308.19	339.75	355.60		

BAND CHARGE 12 INCH-36 INCH 1 X DIA. PER FT.  
 42 INCH-60 INCH 1.5 X DIA. PER FT.  
 66 INCH AND UP 2 X DIA. PER FT.

\* See previous page

LIFTING LUGS: \$ 20 ea

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, AS AMENDED BY ACT 2012-491)

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*Storm Drainage*  
*Twin Oaks Environmental*

OPELIKA ALABAMA  
WWW.TWINOAKSENV.COM

*Erosion Supplies*

**CULLMAN COUNTY COMMISSIONS CORRUGATED METAL PIPE BID**  
**Bid No. 1434 CONTRACT PERIOD 5/17/23 to 11/17/23**

- Minimum order of \$4500 required for free freight. For orders less than this amount, there will be a \$2.65 per loaded mile added FOB plant in Winder Ga.
- Orders containing large diameter pipe of 102" or greater requires a wide load permit to transport. There will be an added \$2.00 per loaded mile per truck added FOB plant in Winder Ga.
- **RAW MATERIAL PRICE INCREASE EXCALATION CLAUSE;** Upon advanced written notice to Cullman County Commissions, Twin Oaks Environmental shall be entitled to an immediate adjustment of the price per foot of corrugated metal culvert pipe by the amount of the increase in Raw Materials costs where any increase in Raw Material costs increase the total price per foot of said pipe by 5% or more. Twin Oaks Environmental shall provide sufficient documentation to support any unit price adjustment.

County Representative \_\_\_\_\_

# ADCO Pipe & Supply, LLC

## Bid # 1434

### CULLMAN COUNTY COMMISSION ROAD DEPARTMENT

CORRUGATED METAL CULVERT PIPE - PRICE PER LINEAR FT

BID NO.:

1434

**\$2,500 minimum for no delivery fee.**

CONTRACT PERIOD:

5/17/2023

TO

11/17/2023

2-2/3" X 1/2" CORRUGATION		Pick-Up			Delivered		
DIAM	GAGE	Round Galvanized.	Round Alumized	High Flow (n = approx 0.12)	Round Galvanized.	Round Alumized	High Flow (n = approx 0.12)
12"	16 (0.064)	\$23.24			\$23.24		
15"	16	\$28.85			\$28.85		
18"	16	\$34.76			\$34.76		
21"	16						
24"	16	\$45.86			\$45.86		
30"	16						
36"	16	\$69.07			\$69.07		
42"	16	\$80.53			\$80.53		
48"	16	\$91.30			\$91.30		
12"	14 (0.079)						
15"	14						
18"	14						
21"	14						
24"	14						
30"	14						
36"	14						
42"	14						
48"	14						
21"	12 (0.109)						
24"	12						
30"	12						
36"	12						
42"	12						
48"	12						
2-2/3" X 1/2" CORRUGATION		Pick-Up			Delivered		
SPAN-RISE (DIAMETER)	GAGE	Round Galvanized.	Round Alumized		Round Galvanized.	Round Alumized	
17"X13" (15")	16 (0.064)						
21"X15" (18")	16						
24"X18" (21")	16						
28"X20" (24")	16						
35"X24" (30")	16						
42"X29" (36")	16						
49"X33" (42")	16						
57"X38" (48")	16						
17"X13" (15")	14 (0.079)						
21"X15" (18")	14						
24"X18" (21")	14						
28"X20" (24")	14						
35"X24" (30")	14						
42"X29" (36")	14						
49"X33" (42")	14						
57"X38" (48")	14						
24"X18" (21")	12 (0.109)						
28"X20" (24")	12						
35"X24" (30")	12						
42"X29" (36")	12						
49"X33" (42")	12						

57"X38" (48")	12					
<b>3" X 1" Corrugations</b>		<b>Pick-Up</b>		<b>Delivered</b>		
<b>DIAMETER</b>	<b>GAGE</b>	<b>Round Galvanized.</b>	<b>Round Alumized</b>		<b>Round Galvanized.</b>	<b>Round Alumized</b>
54"	12					
60"	12					
66"	12					
72"	12					
78"	12					
84"	12					
90"	12					
96"	12					
54"	10					
60"	10					
66"	10					
72"	10					
78"	10					
84"	10					
90"	10					
96"	10					
<b>3" X 1" Corrugations</b>		<b>Pick-Up</b>		<b>Delivered</b>		
<b>SPAN-RISE (DIAMETER)</b>	<b>GAGE</b>	<b>Round Galvanized.</b>	<b>Round Alumized</b>		<b>Round Galvanized.</b>	<b>Round Alumized</b>
64"X43" (54")	12					
71"X47" (60")	12					
77"X52" (66")	12					
83"x57" (72")	12					
87"x63" (78")	12					
95"x67" (84")	12					
103"x71" (90")	12					
112"x75" (96")	12					
64"X43" (54")	10					
71"X47" (60")	10					
77"X52" (66")	10					
83"x57" (72")	10					
87"x63" (78")	10					
95"x67" (84")	10					
103"x71" (90")	10					
112"x75" (96")	10					

BAND CHARGE 12 INCH-36 INCH **1 X DIA. PER FT.**  
42 INCH-60 INCH **1.5 X DIA. PER FT.**  
66 INCH AND UP **2 X DIA. PER FT.**

LIFTING LUGS: \$35.00 Each

**\$2,500 minimum for no delivery fee.**

**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT  
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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**COMPETITIVE BID LAW COMPLIANCE**

All bids must conform with the requirements of the competitive Bid Law Act No. 217 of the Special Session of the 1967 Alabama Legislature and subsequent acts concerning competitive bidding on contracts for State and Local Agencies through Act No. 95-630



**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m. Wednesday, May 3, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **RECYCLED ASPHALT PAVEMENT MILLINGS (RAP Millings)** for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

The period of this contract will be from **May 17, 2023 through May17, 2024**. This contract may be renewed for up to two (2) years from the initial award date upon agreement of both parties by written letter (MAXIMUM OF THREE (3) YEARS TOTAL).

This bid will a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County. City of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, the Cullman County Commission on Education, and the City of Cullman. Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

The Cullman County Commission reserves the right to reject any/or all bids and to waive any formalities in the bidding.

The Cullman County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of Cullman County Commission.

Bid responses must be returned in a sealed envelope, clearly marked as a "SEALED BID" with the bid number and your company's name on the out side of the envelope.

Delivery of bid: It shall be the responsibility of the bidder(s) to see that proper delivery of his bid is made to the Cullman County Commission office at 500 Second Avenue SW, Room 105, Cullman, Alabama prior to the specified bid opening time. Deliveries may be made in person or by mail. Electronic forms (emails, texts, ect.) will not be accepted.

It will be assumed that all bids are based upon the specification requirements furnished with the bid invitation unless the bidder stipulates to the contrary in which case, the bidder will list on separate sheet of paper any exceptions to the condition of the bid. This sheet shall be clearly labeled "EXCEPTIONS TO BID CONDITIONS", and will be attached to the bid proposal. This attached sheet must also be signed by the original bid response. If no exceptions are stated, it will be understood that all general and specific conditions will be met.

Any questions regarding this bid should be directed to Jon Brunner, @ 256-796-1336.

**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

**COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

(ACT 2011-535, AS AMENDED BY ACT 2012-491)

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WIREGRASS CONSTRUCTION CO, INC.      205-620-4132 / 205-620-5675  
Company      Phone/Fax

dsullivan@WIREGRASSCONSTRUCTION.COM  
Email Address

110 OFFICE PARK DR, SUITE 300      MALCOLM C. DUNGLAS  
Mailing Address      Representative (Please Print)

BIRMINGHAM, AL 35223      Malcolm C. Dunglas  
Representative Signature

**BID PROPOSAL**

ITEM

BID PRICE  
F.O.B. QUARRY

Recycled Asphalt Pavement (RAP Millings)  
\$ NO BID price per ton

Recycled Asphalt Pavement shall meet the quality requirements as determined by the Cullman County Engineer or designee.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.



# CULLMAN COUNTY Annual Bid Contract

PROPOSAL/ BID NO. 1437

May 10, 2023

FOR THE CONSTRUCTION OF:

**FULL DEPTH RECLAMATION WITH PORTLAND CEMENT**

**CULLMAN COUNTY, ALABAMA**

Proposal of  
Contractor Name: Chilton Contractors Inc

Of (City, State): Clanton Al

ALDOT Contractor Identification Number: 03540  
(To be used to document E-Verify)

Alabama General Contractors License Number: 21589

For the Construction Of:

**FULL DEPTH RECLAMATION WITH PORTLAND CEMENT**

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

Cullman County Commission Office  
Cullman County Courthouse, Room 105  
500 2nd Avenue SW  
Cullman, Alabama 35055  
Phone: (256)-739-3530

**BEFORE: 2:00 PM ON WEDNESDAY, MAY 10, 2023**

*Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Cullman County Commission.*

*Please place on outside of bid envelope "SEALED BID" with the Bid Number shown above.*

Bidder's Initials:





# CULLMAN COUNTY Annual Bid Contract

PROPOSAL/ BID NO. 1437

May 10, 2023

FOR THE CONSTRUCTION OF:

**FULL DEPTH RECLAMATION WITH PORTLAND CEMENT**

**CULLMAN COUNTY, ALABAMA**

Proposal of  
Contractor Name: ROAD WORK, INC.

Of (City, State): KNOXVILLE, TN

ALDOT Contractor Identification Number: 18-094  
(To be used to document E-Verify)

Alabama General Contractors License Number: 54353

For the Construction Of:

**FULL DEPTH RECLAMATION WITH PORTLAND CEMENT**

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

Cullman County Commission Office  
Cullman County Courthouse, Room 105  
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Cullman, Alabama 35055  
Phone: (256)-739-3530

**BEFORE: 2:00 PM ON WEDNESDAY, MAY 10, 2023**

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*Please place on outside of bid envelope "SEALED BID" with the Bid Number shown above.*

Bidder's Initials:



INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, May 11, 2023, in the County Commission Office, Room 105 Courthouse, Cullman, Alabama, for one (1) used skid steer, as per specifications attached. At this time sealed bids will be publicly opened and read aloud.

The Cullman County Commission reserves the right to reject any and/or all bids and to waive any formalities in the bidding.

Bid responses must be returned in a sealed envelope clearly marked as a bid with the bid number and your company name on the outside.

Bid will be awarded based on lowest bid meeting required specifications. Any questions regarding this bid should be directed to Shane Bailey (256) 775-1942.

**Bidder must be able to supply company W-9 and documentation that comply with Alabama E-Verify requirements.**

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CITIZEN PROTECTION ACT  
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Bid Price \$ 83,575.16

Warrior Tractor + Equip.  
Company

205-988-4472  
Phone/Fax

4308 Water Trail  
Mailing Address

Kip Patterson  
Representative

Graysville, AL 35073

## SPECIFICATIONS FOR VERTICAL LIFT SKID STEER LOADER

**GENERAL:** Shall be equipped with EROPS with heat & air-conditioning that meets all criteria for rollover protection and falling objects protective standards. The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of the county.

**BID PRICE:** The price shall include all destination charges, delivery charges, title fees.

**ENGINE:** Must be 3 - 4 cylinders sleeve design  
Must have minimum 75 hp rating  
Engine must meet all EPA emissions regulations  
Engine shall be of diesel type  
Engine shall be accessible for adjustments and normal servicing

**DRIVE:**  
Shall be hydrostatic  
Shall be hand operated joystick type for loader and direction  
Shall have removable rubber tracks  
Hydraulic system must have a minimum output of (19 GPM)  
Shall have auxiliary control and outlets for grapple attachment or other attachments with flat-face couplers

**BUCKET:**  
Minimum 2500 lb operating load with 7600 lb breakout force and 5000 lb tipping SAE load rating without weights  
Quick attach hydraulic mounting plate for quick changing of attachments  
Maximum width 72in  
Must be heavy-duty multi purpose bucket without teeth

**CAB:**  
Cab must have air-conditioning and heat  
Adjustable suspension seat  
All safety equipment

**OPTIONAL COMPONENTS:**  
Guards to cover all glass  
72in wide heavy duty log grapple rake



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Bid Price \$ 32,000.<sup>00</sup>

TSC Equipment LLC, dba  
Company Preferred Rental

256-735-3266  
Phone/Fax

Mailing Address  
679 CR 437 Cullman, AL  
35055

Tucker Heaton  
Representative

## SPECIFICATIONS FOR VERTICAL LIFT SKID STEER LOADER

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Engine shall be accessible for adjustments and normal servicing

**DRIVE:** Shall be hydrostatic  
Shall be hand operated joystick type for loader and direction  
Shall have removable rubber tracks  
Hydraulic system must have a minimum output of (19 GPM)  
Shall have auxiliary control and outlets for grapple attachment or other attachments with flat-face couplers

**BUCKET:** Minimum 2500 lb operating load with 7600 lb breakout force and 5000 lb tipping SAE load rating without weights  
Quick attach hydraulic mounting plate for quick changing of attachments  
Maximum width 72in  
Must be heavy-duty multi purpose bucket without teeth

**CAB:** Cab must have air-conditioning and heat  
Adjustable suspension seat  
All safety equipment

**OPTIONAL COMPONENTS:**  
Guards to cover all glass  
72in wide heavy duty log grapple rake