Certificate of Recognition

Lora Quick

In recognition of winning the State Competition for the 4-H Wildlife Habitat Education Program and competing Nationally in Brownwood, TX representing the State of Alabama.

Jeff Clemons, Chairman

Kerry Watson, Commissioner District 1

Kelly Duke, Commissioner District 3

Garry Marchman, Commissioner District 2

Corey Freeman, Commissioner District 4

Certificate of Recognition

Liddie Quick

In recognition of winning the State Competition for the 4-H Wildlife Habitat Education Program and competing Nationally in Brownwood, TX representing the State of Alabama.

Jeff Clemons, Chairman

Kerry Watson, Commissioner District 1

Kelly Duke, Commissioner District 3

Garry Marchman, Commissioner District 2

Corey Freeman, Commissioner District 4

Certificate of Recognition

Grayson Randall

In recognition of winning the State Competition for the 4-H Wildlife Habitat Education Program and competing Nationally in Brownwood, TX representing the State of Alabama.

Jeff Clemons, Chairman

Kerry Watson, Commissioner District 1

Kelly Duke, Commissioner District 3

Garry Marchman, Commissioner District 2

Corey Freeman, Commissioner District 4

Certificate of Recognition

Arianna Randall

In recognition of winning the State Competition for the 4-H Wildlife Habitat Education Program and competing Nationally in Brownwood, TX representing the State of Alabama.

Jeff Clemons, Chairman

Kerry Watson, Commissioner District 1

Kelly Duke, Commissioner District 3

Garry Marchman, Commissioner District 2

Corey Freeman, Commissioner District 4

CONGRATULATIONS ON YOUR RETIREMENT

Jana Shelton

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

Best wishes form all your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner – Place 1

Garry Marchman, Associate Commissioner – Place 2

Kelly Duke, Associate Commissioner – Place 3

Corey Freeman, Associate Commissioner – Place 4

June 2002 – September 2024

CONGRATULATIONS ON YOUR RETIREMENT

Tara Jennings

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

Best wishes form all your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner – Place 1

Garry Marchman, Associate Commissioner – Place 2

Kelly Duke, Associate Commissioner – Place 3

Corey Freeman, Associate Commissioner – Place 4

March 1996 – September 2024

CULLMAN COUNTY COMMISSION

PROCLAMATION

Domestic Violence Awareness Month

WHEREAS, domestic violence is a major public concern for our State and Nation and is now the single largest cause of injury to women; and

WHEREAS, domestic violence affects people of all ages, racial, socioeconomic, educational, religious, and occupational segments of our society, especially children; and

WHEREAS, children from violent homes are physically abused or seriously neglected at a rate significantly higher than the national average and have greater risks of alcohol/drug abuse, juvenile delinquency, cognitive and developmental problems as well as fear, anxiety, and guilt; and

WHEREAS, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effects on the communities, schools, and workplaces of our nation; and

WHEREAS, domestic violence represents a pattern of assault and coercive behavior that will escalate in frequency and severity if intervention does not occur, and

WHEREAS, public awareness and education about domestic violence are needed as well as uniform efforts on the part of government, health professionals, law enforcement, religious organizations, educators, and community associations to address domestic violence through prevention, intervention, and treatment for victims and perpetrators.

NOW, THEREFORE, THE CULLMAN COUNTY COMMISSION proclaims that October 2024 be designated as Domestic Violence Awareness Month and urges our citizens to recognize and assist all those that serve the rights and needs of victims of domestic violence.

DONE AND PROCLAIMED this the 17th day of September 2024.

Attest:

Tiffany Merriman,
County Clerk

Jeff Clemons, Chairman

Kerry Watson, Commissioner

Garry Marchman, Commissioner

Kelly Duke, Commissioner

Corey Freeman, Commissioner

RESOLUTION NUMBER 2024-40
CARTS Third Party Service Contracts – Fiscal Year 2025

RESOLUTION

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2024 for eligible public transportation services.

Further resolved that Cullman County Commission - CARTS agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

Further resolved that Cullman County Commission – CARTS authorizes the Cullman County Commission Chairman to execute the aforementioned Agreements and any amendments thereto.

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 17th day of September, 2024 as shown by the minutes of the meeting in my possession.

Jeff Clemons

Chairman, Cullman County Commission
Title

Miranda Hood
Notary Commission expires: 6·6·27

MIRANDA HOOD
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6550
Internet: http://www.dot.state.al.us

Kay Ivey
Governor

John R. Cooper
Transportation Director

October 1, 2024

Ms. Joyce Echols, Director
Cullman Area Rural Transportation System
P.O. Box 2518
Cullman, AL 35056-2518

Subject: Section 5311 FY 2025 Third Party Agreements

Dear Ms. Echols:

We have reviewed the enclosed third-party agreements for transportation services between Cullman Area Rural Transportation System and the following agencies:

Community Action Partnership of North Alabama
Cullman Area Chamber of Commerce
Cullman County Commission on Aging
United Way of Cullman County
Victim's Services
Wellstone, Inc.

The agreements meet the requirements of the Alabama Department of Transportation and are hereby approved. If you have any questions, please contact Bryan Fair at 334-242-6760.

Sincerely,

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

BBL:BF:cr
cc: file: FY2025

AGREEMENT BETWEEN

Cullman County Commission
Cullman Area Rural Transportation System

AND

Cullman County Commission on Aging

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Cullman County Commission on Aging, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.

2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2024, and continue through September 30, 2025, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.

6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.

7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Commission Chairman

Date: 9/17/24

Miranda Hood
Notary Commission expires: 6-6-27

Date: 9/17/24

Cullman County Commission on Aging

Stephanie Lawson
Director

Date: 9/17/24

Miranda Hood
Notary Commisson expires: 6-6-27

Date: 9/17/24

MIRANDA HOOD NOTARY PUBLIC ALABAMA STATE AT LARGE

MIRANDA HOOD NOTARY PUBLIC ALABAMA STATE AT LARGE

REVIEWED BY:

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

10/01/2024
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.

2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to site by 10:00 a.m. and picked up from site by 1:00 p.m.

3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of $3.00 a mile plus $15.06 an hour.

4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.

5. Refueling is to be done when clients are off the bus.

6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.

7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

   $3.00 per mile
   $15.06 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): per trip

Details Of Compensation

1. Reimbursement for demand/response trips to senior centers shall be as follows:

   11 payments of $1,916.67 and 1 payment of $1,916.63 for a total of $23,000.00

1. Cost Allocation for incidental service:

   $3.00 per mile
   $15.06 per hour

2. Payment Schedule: monthly

3. Total contract-limiting amount (if applicable): per trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Stephanie Lawson as liaison to the Cullman County

AGREEMENT BETWEEN

Cullman County Commission
Cullman Area Rural Transportation System

AND

Community Action Partnership of North Alabama

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Community Action Partnership of North Alabama, Inc., hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.

2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2024, and continue through September 30, 2025, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.

6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE.**

7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Chairman

Date: 9/17/24

Miranda Hood
Notary Commission expires: 6.6.27

MIRANDA HOOD NOTARY PUBLIC ALABAMA STATE AT LARGE

Date: 9.17.24

Community Action Partnership of North Alabama

Date: 8/29/2024

Notary

Date: 6/24/2024

SHARALEE LITTLE NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires: January 20, 2027

REVIEWED BY:

for
Bradley B. Lindsey, P.E.
State Local Transportation Engineer

10/21/2024
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.

2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.

3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of $3.00 a mile plus $30.12 an hour.

4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.

5. Refueling is to be done when clients are off the bus.

6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.

7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

   $3.00 per mile

   $30.12 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints **Jasmine Harden** as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN

Cullman County Commission
Cullman Area Rural Transportation System

AND

Cullman Area Chamber of Commerce

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Cullman Area Chamber of Commerce, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.

2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2024, and continue through September 30, 2025, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.

6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.

7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Commission Chairman

Date: 9/17/24

Miranda Hood
Notary Commission expires: 6.6.27

Date: 9/17/24

Cullman Area Chamber of Commerce

Joey Orr
President

Date: 8/30/24

Notary

CHEYENNE MILBURN
My Commission Expires
April 27, 2027

Date: Aug. 30, 2024

REVIEWED BY:

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

10/4/2024
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.

2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.

3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of $3.00 a mile plus $30.12 an hour.

4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.

5. Refueling is to be done when clients are off the bus.

6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.

7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

   $3.00 per mile

   $30.12 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Joey Orr as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN

Cullman County Commission
Cullman Area Rural Transportation System

AND

United Way of Cullman County

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and United Way of Cullman County, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.

2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2024, and continue through September 30, 2025, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.

6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.

7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Commission Chairman

Date: 9/17/24

Miranda Hood
Notary Commission expires: 6.6.27

Date: 9.17.24

MIRANDA HOOD NOTARY PUBLIC ALABAMA STATE AT LARGE

United Way of Cullman County

Stephanie Childers
Stephanie Childers
Executive Director

Date: 10 Sept 2024

Jamalene R Snyder
Notary

Date: 10 Sept 2024

Notary Public, Alabama State at Large
Jamalene Renee Snyder
Expires 9/9/2026

REVIEWED BY:

for
Bradley B. Lindsey, P.E.
State Local Transportation Engineer

10/01/2024
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.

2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.

3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of $3.00 a mile plus $30.12 an hour.

4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.

5. Refueling is to be done when clients are off the bus.

6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.

7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

   $3.00 per mile

   $30.12 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints ___Stephanie Childers___ as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN

Cullman County Commission
Cullman Area Rural Transportation System

AND

Victim's Services

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and Victim's Services, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.

2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2024, and continue through September 30, 2025, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.

6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.

7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Commission Chairman

Date: 9/17/24

Miranda Hood
Notary Commission expires: 6.6.27

Date: 9.17.24

Victim's Services

Jessica Atchley

Date: 09/03/24

Denise Gilley
Notary

Date: 9/3/24

REVIEWED BY:

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

10/01/2024
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.

2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.

3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of $3.00 a mile plus $30.12 an hour.

4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.

5. Refueling is to be done when clients are off the bus.

6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.

7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints ___Jessica Atchley____ as liaison to the Cullman County Transportation Steering Committee.

AGREEMENT BETWEEN

Cullman County Commission
Cullman Area Rural Transportation System

AND

WellStone, Inc.

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Cullman County Commission Cullman Area Rural Transportation System, hereinafter referred to as **OPERATOR**; and ***WellStone, Inc.,*** hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Cullman County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated clients of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.

2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2024, and continue through September 30, 2025, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.

3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.

5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.

6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.

7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.

8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.

9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the **OPERATOR** pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the **OPERATOR**, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

Jeff Clemons
Commission Chairman

Date: 9/17/24

Miranda Hood
Notary Commission expires: 6.6.27

MIRANDA HOOD NOTARY PUBLIC ALABAMA STATE AT LARGE

Date: 9.17.24

WellStone, Inc.

Nicole Mauk
Nicole Mauk
Chief Financial officer

Date: 09/03/2024

JAQAITA MARSHALL
Notary

Date: 09/03/2024

REVIEWED BY:

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

10/01/2024
Date

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.

2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.

3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of $3.00 a mile plus $30.12 an hour.

4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.

5. Refueling is to be done when clients are off the bus.

6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.

7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

   $3.00 per mile

   $30.12 per hour

2. Payment schedule: Monthly

3. Total contract limiting amount (if applicable): Per Trip

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints ____Chris Van Dyke_____ as liaison to the Cullman County Transportation Steering Committee.

RESOLUTION 2024-41

WHEREAS, it is the policy of the Cullman County Commission ("Commission") to comply with Alabama's Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1, 2024, to allow Alabama residents to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information; and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, sets forth the general framework for responding to requests by Alabama residents to inspect and take a copy of a public record ("Public Records Requests"); and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, further provides that an Alabama resident "may request access to a public record by following the written procedures for accepting such requests established by the public officer having custody of the public record"; and

WHEREAS, by Resolution adopted on September 17, 2024, the Commission designated Tiffany Merriman, County Clerk to serve as the Public Officer of Cullman County to carry out the directives of the Open Records Act, as amended by Act No. 2024-278, as they pertain to public records in the custody and control of the Commission and to develop and recommend to the Commission from time-to-time the adoption of procedures for accepting Public Records Requests; and

WHEREAS, the Public Officer so designated has recommended the adoption of procedures for accepting Public Records Requests, which are set forth in full in the attachment to this Resolution and are incorporated by reference herein.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that, effective September 17, 2024 the Cullman County Commission hereby adopts the procedures for accepting Public Records Requests as set forth in the attachment to this Resolution, the provisions of which are incorporated by reference herein.

Adopted this 17th day of September 2024

Chairman, Cullman County Commission

RESOLUTION 2024-42

WHEREAS, it is the policy of the Cullman County Commission ("Commission") to comply with Alabama's Open Records Act, as amended by Ala. Act No. 2024-278, effective October 1, 2024, to allow Alabama residents to inspect and take a copy of public records within the custody and control of the Commission, subject to the payment of reasonable fees and to appropriate protections for private, confidential, privileged, and other nonpublic information; and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, sets forth the general framework for responding to requests by Alabama residents to inspect and take a copy of a public record ("Public Records Requests"); and

WHEREAS, the Open Records Act, as amended by Act No. 2024-278, further provides that an Alabama resident "may request access to a public record by following the written procedures for accepting such requests established by the public officer having custody of the public record"; and

WHEREAS, the Commission desires to designate a public officer to carry out the directives of the Open Records Act, as amended by Act No. 2024-278, as they pertain to public records in the custody and control of the Commission and to develop and recommend to the Commission the adoption of procedures for accepting Public Records Requests.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that the Cullman County Commission hereby designates the County Clerk to serve as the Public Officer of Cullman County to carry out the directives of the Open Records Act, as amended by Act No. 2024-278, as they pertain to public records in the custody and control of the Commission and to develop and recommend to the Commission from time-to-time the adoption of procedures for accepting Public Records Requests.

Adopted this 17th day of September 2024

Chairman, Cullman County Commission

State of Alabama
Cullman County

RESOLUTION NO. - 2024- 43

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 County Road 668 is more than reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 668 is set at 20 miles per hour at all times and no person shall operate a motor vehicle in excess of 20 miles per hour on County Road 668;

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 17th day of September 2024.

Jeff Clemons,
Chairman

Attest: County Clerk

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner

CULLMAN COUNTY COMMISSION

RESOLUTION #: 2024-44

WHEREAS, the Cullman County Commission has received and implemented a FY 2024 Urgent Need Community Development Block Grant (CDBG) Economic Development Grant to replace a failing culvert located beneath County Road 222.

WHEREAS, due to the urgency of this project at the time the application was submitted the County was unable to determine the amount of local matching funds required to complete this project.

WHEREAS, now that the project is complete the county must submit a formal amendment to ADECA which includes the amount of local match committed in support of this project.

THEREFORE, the Cullman County Commission is submitting a Formal Amendment request to the Alabama Department of Economic & Community Affairs amending the final project budget to include $462,132.23 in local matching funds the county expended to complete the replacement of the failing culvert beneath County Road 222.

THAT, Jeff Clemons, Chairman, is hereby authorized to sign and submit all required documents to this affect requesting approval of the formal amendment.

READ AND ADOPTED this the **17th** day of **September 2024**.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

Jeff Clemons, Chairman

Attest:

John Bullard, County Administrator

RESOLUTION NUMBER 2024-45

WHEREAS, the Cullman County Commission intends to apply for state and federal matching funds for airport improvement projects for the Cullman Regional Airport during fiscal year 2025.

THEREFORE, BE IT RESOLVED, by the Cullman County as follows:

1. That Cullman County is authorized to make applications for airport improvement funding assistance from the State of Alabama Department of Transportation and the Federal Aviation Administration, for the purpose of undertaking projects in fiscal year 2025 to make improvements at the Cullman Regional Airport.

2. That the applications be submitted for and on behalf of Cullman County by its Chairman who is authorized by this resolution to sign applications and any related forms or documents on behalf of the County.

3. That Cullman County is authorized to enter into airport improvement funding agreements with the State of Alabama, acting by and through the Alabama Department of Transportation, and the Federal Aviation Administration, for the purpose of undertaking projects to make improvements at the Cullman Regional Airport, with partial funding provided by the State of Alabama and the Federal Aviation Administration.

4. That the agreements be executed in the name of Cullman County Commission for and on behalf of Cullman County by its Chairman.

5. That the authority of Cullman County Commission to enter into contracts with the State of Alabama and the Federal Aviation Administration has been reviewed by the County's attorney, and in his/her opinion, Cullman County Commission is duly authorized to commit Cullman County Commission to an agreement with the Alabama Department of Transportation and Federal Aviation Administration.

BE IT FURTHER RESOLVED, that the Cullman County Commission hereby affirms that the local matching share of funds in the amount required for this airport improvement project has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the Federal Aviation Administration's and the State of Alabama's funding agreements and the start of the project.

I, the undersigned qualified and acting as the County Clerk, of Cullman County, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Cullman County Commission named therein, at a regular meeting of such body held on the 17th day of September, 2024, and that such resolution is on file in the office of Cullman County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Cullman County on this 17th day of September, 2024.

Chairman

CULLMAN COUNTY COMMISSION
RESOLUTION #: 2024-46

WHEREAS, the Cullman County Commission plans to apply for a Safe Streets for All (SS4A) Planning Grant that will benefit the citizens of Cullman County;

WHEREAS, per federal regulations, the Cullman County Commission has solicited and received proposals from qualified engineering firms to provide engineering planning services required to implement the approved federal grant projects per federal regulations;

NOW, THEREFORE, be it resolved that the Cullman County Commission has evaluated the administrative proposals received and has selected CDG to provide all SS4A planning services required to implement all approved SS4A grant projects per all applicable federal regulations; and

THAT, the Cullman County Commission authorizes the Chairman, in the event the federal funding agency approves the SS4A application, is hereby authorized to enter into a contract with CDG Engineering to provide all planning services required to implement the above-referenced project per the approved scope of services necessary to discharge all project planning services associated with this project adequately.

READ AND ADOPTED this the **17th** day of **September, 2024.**

CULLMAN COUNTY COMMISSION:

By: _____
Chairman

Attest:

_____
County Administrator

CULLMAN COUNTY COMMISSION

RESOLUTION: 2024-47

WHEREAS, the Cullman County Commission, acting by and through its Chairman, ratifies the application for $300,000.00 in Safe Streets for All (SS4A) planning funds to develop a strategic plan to address road safety on roadways located in Cullman County.

NOW, THEREFORE, be it resolved by the Cullman County Commission as follows:

THAT, THE CHAIRMAN, herby ratifies the execution of the application with appropriate assurances to the United States Department of Transportation (USDOT), requesting Fiscal Year 2024 SS4A funds in the amount of $300,000.00 to assist in developing a strategic plan for Cullman County Roads, and

That, the Cullman County Commission is committed to providing a cash match in the amount of $60,000.00 in support of this application.

READ AND ADOPTED this the **17th** day of **September 2024**.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

By: _____
Chairman

Attest:

_____
County Administrator

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* Cullman County Commission

** Street 1:* 500 2nd Ave SW *Street 2:* Room 105

** City:* Cullman *State:* AL: Alabama *Zip:* 35055

Congressional District, if known: AL-4

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

United States Department of Transportati

7. * Federal Program Name/Description:

USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grant

CFDA Number, *if applicable:* 20.939

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* N/A (None) *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* *Street 2:*

** City:* *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* N/A (None) *Middle Name:*

** Last Name:* N/A *Suffix:*

** Street 1:* *Street 2:*

** City:* *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix:* ** First Name:* Jeff *Middle Name:*

** Last Name:* Clemons *Suffix:*

Title: Chairman, Cullman County Commission **Telephone No.:** 256-775-4878 **Date:** 09/18/2024

Federal Use Only:

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AL-4 | * b. Program/Project: AL-4

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/06/2025 | * b. End Date: 12/30/2026

18. Estimated Funding ($):

* a. Federal	240,000.00
* b. Applicant	60,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	300,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name: Jeff

Middle Name:

* Last Name: Clemons

Suffix:

* Title: Chairman, Cullman County Commission

* Telephone Number: 256-775-4878 | Fax Number:

* Email: jclemons@co.cullman.al.us

* Signature of Authorized Representative: Jeff Clemons | * Date Signed: 09/18/2024

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 09/16/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: County of Cullman

* b. Employer/Taxpayer Identification Number (EIN/TIN): 63-6001496

* c. UEI: J8QMAA1TCUK3

d. Address:

* Street1: 500 2nd Ave SW
Street2: Room 105
* City: Cullman
County/Parish: Cullman
* State: AL: Alabama
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 35055-4135

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Matthew
Middle Name:
* Last Name: Kinsland
Suffix:

Title: Director of Economic Development

Organizational Affiliation: Cullman County Commission

* Telephone Number: 256-736-2434
Fax Number:

* Email: mkinsland@co.cullman.al.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Transportation

11. Catalog of Federal Domestic Assistance Number:

20.939

CFDA Title:

*** 12. Funding Opportunity Number:**

20.939

* Title:

US DOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Comprehensive Safety Action Plan for Cullman County Roads.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

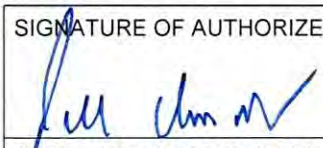
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Cullman County Commission	09/18/2024

Standard Form 424B (Rev. 7-97) Back

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	County of Cullman
* b. Employer/Taxpayer Identification Number (EIN/TIN):	63-6001496
* c. Organizational DUNS:	J8QMAA1TCUK3

d. Address:

* Street1:	500 2ND AVE SW
Street2:	Room 105
* City:	Cullman
County/Parish:	Cullman
* State:	AL
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	35055

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Matthew
Middle Name:			
* Last Name:	Kinsland		
Suffix:			

Title:	Director
Organizational Affiliation:	Cullman County Economic Development
* Telephone Number:	256-736-2434
Fax Number:	
* Email:	mkinsland@co.cullman.al.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDOT

11. Catalog of Federal Domestic Assistance Number:

20.939

CFDA Title:

USDOT Safe Streets and Roads for All (SS$A) 2024 Planning and Demonstration Grants

*** 12. Funding Opportunity Number:**

CFDA #20.939

* Title:

USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Cullman County, AL | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Comprehensive Safety Action Plan for Cullman County Roads

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AL-4 | * b. Program/Project: AL-4

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/2025 | * b. End Date: 12/31/2026

18. Estimated Funding ($):

* a. Federal	$240,000.00
* b. Applicant	$60,000.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$300,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [X] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [X] No

If "Yes", provide explanation and attach

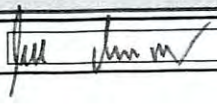
Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [X] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Chairman
* First Name:	Jeff
Middle Name:	
* Last Name:	Clemons
Suffix:	
* Title:	Chairman Cullman County Commission
* Telephone Number:	256-775-4878
Fax Number:	
* Email:	jclemons@co.cullman.al.us
* Signature of Authorized Representative:	
* Date Signed:	08/26/2024

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [x] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

For Material Change Only:
year [ ] quarter [ ]
date of last report [ ]

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee Tier if known: [ ]

* Name: County of Cullman
* Street 1: 5002ND AVE SW
Street 2:
* City: Cullman
State: AL: Alabama
Zip: 35055
Congressional District, if known: AL-4

6. * Federal Department/Agency:

USDOT

7. * Federal Program Name/Description:

USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants

CFDA Number, *if applicable:* 20.939

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: * First Name: N/A Middle Name:
* Last Name: Suffix:
* Street 1: Street 2:
* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: * First Name: N/A Middle Name:
* Last Name: Suffix:
* Street 1: Street 2:
* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature: [signature]

*Name: Prefix: * First Name: Jeff Middle Name:
* Last Name: Clemons Suffix:

Title: Chairman Cullman County Commission Telephone No.: (Date: 08/26/2024

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

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6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman Cullman County Commission
APPLICANT ORGANIZATION County of Cullman	DATE SUBMITTED 08/26/2024

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants	20.939	$	$	$ 240,000	$ 60,000	$ 300,000
2.						
3.						
4.						
5. Totals		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual			240,000	60,000	300,000
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					$
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$	$	$ 240,000	$ 60,000	$ 300,000
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants	$ 60,000	$	$	$ 60,000
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$ 60,000	$	$	$ 60,000

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 120,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
14. Non-Federal	$ 30,000	7,500	7,500	7,500	7,500
15. TOTAL (sum of lines 13 and 14)	$ 150,000	$ 37,500	$ 37,500	$ 37,500	$ 37,500

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. USDOT Safe Streets and Roads for All (SS4A) 2024 Planning and Demonstration Grants	$ 120,000	$ 120,000	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 120,000	$ 120,000	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

SS4A Planning and Demonstration Grant Application - Supplemental Estimated Budget

This budget template should be submitted with a Planning and Demonstration Grant application. This template is structured based on Table 3 of the FY24 NOFO and illustrates the appropriate level of detail for project-level budget estimation. Please note that this form is set up to calculate project costs from any sub-activities and to calculate subtotals and totals. If you add or remove rows to meet your project needs, check that your math is correct before submitting.

Supplemental Estimated Budget

Itemized Estimated Costs of New or Update Action Plan Activities (if applicable)

	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
New or Updated Action Plan	$ 240,000.00	$ 60,000.00	$ -	$ -	$ 300,000.00
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Subtotal Budget for New or Updated	**$ 240,000.00**	**$ 60,000.00**	**$ -**	**$ -**	**$ 300,000.00**

Itemized Estimated Costs of Supplemental Planning Activities

	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost
Supplemental Planning Activity #1	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Supplemental Planning Activity #2	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Subtotal Budget for Supplemental Planning Activities	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Itemized Estimated Costs of Demonstration and Pilot Activities

	SS4A Federal Request	SS4A Non-Federal Match	Other Federal Funds (if applicable)	Other Non-Federal Match (if applicable)	Total Project Cost

Demonstration/Pilot Activity #1	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Demonstration/Pilot Activity #2	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Component	$ -	$ -	$ -	$ -	$ -
Subtotal Budget for Demonstration and Pilot Activities	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Budget for Planning and Demonstration Activities	**$ 240,000.00**	**$ 60,000.00**	**$ -**	**$ -**	**$ 300,000.00**

VECTOR SECURITY

Electronic Signature & Information Delivery Disclosure and Consent Agreement

Cust. No. 60012

Disclosure

Electronic Signatures: Any signatures (yours or those of representatives of Vector Security) created electronically will be applied to this Electronic Signature & Information Delivery Disclosure and Consent Agreement (the "Disclosure and Consent Agreement") and any Vector Security agreement (the "Agreement"). These and any other related forms will be considered authentic, bona fide, and legally binding.

Delivery of Information in Electronic Form: All information required by law to be sent to you regarding the services and other items provided to you under the Agreement, and any other information provided to you from us in connection with the Agreement, including any billing and payment information, may be provided to you in electronic form. Such information will be provided as it becomes available either (1) via e-mail at the e-mail address you specify on this Disclosure and Consent Agreement below (or subsequently change by contacting us as described below), or (2) via fax or U.S. mail upon request by you in writing, over the phone, in an e-mail, or through the Customer Portal page of our company's website.

Requesting Paper Copies: A copy of the Agreement will be sent to your e-mail address set forth on the face of this Disclosure and Consent Agreement. You may also request a free paper copy of any available information that we can provide in electronic form by contacting our Customer Care Department at 1-866-837-8110, or by e-mail at customercare@vectorsecurity.com.

Hardware and Software Requirements: In order to receive information from us in electronic form you must have an e-mail address and a computer or mobile device with access to software capable of sending and receiving e-mail via the Internet. Your computer or mobile device must be capable of sending, receiving, accessing, displaying, and either printing or storing information received in electronic form via an HTML formatted e-mail containing PDF attachments.

Updating your E-mail Address: You may update your e-mail address by going to the Customer Portal page of our company's website, www.vectorsecurity.com, and following instructions there, or by contacting our Customer Care Department at 1-866-837-8110, or by e-mail at customercare@vectorsecurity.com.

Withdrawing Consent: You may request to withdraw your consent to receive information electronically by contacting our Customer Care Department at 1-866-837-8110, or by e-mail at customercare@vectorsecurity.com. However, doing so does not invalidate any electronic signatures on this Disclosure and Consent Agreement or other documents that are part of, or related to, the Agreement.

By electronically signing this Disclosure and Consent Agreement, and providing us with your e-mail address, you consent and agree to allow Vector Security to regard all other electronic signatures on all other documents that are part of, or related to, the Agreement as authentic, bona fide, and legally binding. You also consent to electronic delivery of all documents that are part of, or related to, the Agreement .

Customer(s) Consent

Customer Signature		Customer Signature	
Ken Walling			
Date	Sep 20, 2024	Date	
Print Name	Ken Walling	Print Name	
Title	IT Director	Title	
E-mail	kwalling@co.cullman.al.us	E-mail	

VECTOR SECURITY. **Installation & Monitoring Agreement**

Cust. No. 60012
Job No(s).

Customer		
Name	Cullman County Commission	
Street 1	500 2nd Ave SW	
Street 2	Rm 105	
City Cullman	State AL	Zipcode 35055
Contact		
Phone 1 (256) 507-2479	Phone 2 (256) 775-4776	
Fax		
E-mail	hfulilove@co.cullman.al.us	
Other Contact	Phone	

Site (the secured premises)		
Site Identifier	Cullman County Commission	
Street 1	500 2nd Ave SW	
Street 2	Rm 105	
City Cullman	State AL	Zipcode 35055
Site Contact	Ken Walling	
Phone 1 (256) 507-2479	Phone 2 (256) 775-4776	
Fax		
E-mail	Kwalling@co.cullman.al.us	

Services Provided

Existing System #1

Service Agreement (303)*
Service Agreement (303)*
Service Agreement (303)*
Fire Monitoring (319)*
Elevator Monitoring (ELEV)*
Fire Alarm Inspection (325F)*
Fire Cell (319P)*
Service Agreement (303)*
Fire Alarm Inspection
Service Agreement

New Services Subtotal $678.54

Existing System #2

Service Agreement (303)*
Service Agreement (303)*
Service Agreement (303)*
Service Agreement (303)*
ADSecure Door Managed Access Fee (301MA)*
Service Agreement (303)*
ADSecure Door Managed Access Fee (301MA)*
Service Agreement (303)*

New Services Subtotal $0.00

Existing System #3

Service Agreement (303)*

New Services Subtotal $0.00

Existing System #4

Service Agreement (303)*

New Services Subtotal $0.00

Existing Monthly Charges*	$1,097.80
New Monthly Charges	$678.54
Total Monthly Charges	$1,776.34

Installation

Total Purchase/Installation Charges	$124,999.39
Deposit Due (with Agreement*)	$0.00
Balance Due (upon installation)	$124,999.39

*Agreement restrictions based on credit rating may apply.

IMPORTANT NOTE ABOUT SALES TAX: The contracted amounts on this form **DO NOT** include any local or state sales taxes. Sales taxes will be charged (where applicable) when the installation is completed.

Contract/Renewal Terms; Billing Cycle & Method

Initial Term	Three (3) Years
Renewal Terms	Thirty (30) Days
Billing Cycle	Use Existing Cycle
Billing Method	Use Existing Method

Notes

VECTOR SECURITY

Installation & Monitoring Agreement Terms and Conditions

Cust. No. 60012

1. Definitions

This paragraph defines certain terms used in this Installation and Monitoring Agreement. "Agreement" means this Installation and Monitoring Agreement. "Premises" means the secured premises address identified on page 1. "Company" or "Vector" means Vector Security, Inc., formerly known as ADS Security. "Customer", sometimes referred to as "you," means, in the case of residential premises, the individual(s) signing this Agreement, and, in the case of commercial premises, the entity named as the "Customer" on page 1. Any individual signing this Agreement on behalf of an entity hereby represents and warrants to Company that he/she has the authority to legally bind such entity. "System" means the equipment, hardware, wiring, related components, CPU chip, software, data, passcode to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Schedule of Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Reports; Monitoring

Customer shall pay Company the "Deposit Due (with Agreement)" when this Agreement is executed and "Balance Due (upon installation)" upon substantial completion of the installation of the System. The contracted amounts on this agreement DO NOT include any local or state sales tax. Sales tax, if any, will be charged and invoiced when the installation is completed or when the Services are invoiced. If there is a delay of installation due to no fault of Company, Company may in its sole discretion bill the "Balance Due (upon installation)" progressively on a percentage of completion basis or invoice the remaining balance upon substantial completion of the installation. Unless the System is leased, the System will become the property of Customer upon full payment of the "Total Purchase/Installation Charges." Leased equipment will always remain property of the Company. If purchased, risk of loss to the System shall pass to Customer upon delivery to the Premises. Customer permits and consents to credit investigation reports by Company throughout the initial term and all renewal terms of this Agreement. Company will begin the monitoring and notification services only after the System is installed, operational, and the "Total Purchase/Installation Charges" have been paid, in full. If Customer is a commercial entity, Customer further acknowledges and understands that Vector is not a manufacturer and is an authorized reseller of equipment purchased by Customer. As such, pricing for equipment set forth in this Agreement is subject to change until the equipment is shipped either to Customer or to Vector for purposes of installation. For equipment purchases placed, but not yet shipped to Customer or Vector, including without limitation equipment purchases backlogged as a result of supply chain issues, pricing is subject to adjustment in Vector's sole discretion in the event of price adjustments from the manufacturer or supplier of the equipment once during each sixty (60) day period following the purchase date of the equipment until such purchase is delivered in full. Vector shall provide Customer with written notice of any increase in price for equipment subject to the foregoing, which may be provided via email.

3. Total Monthly Service Charges; Finance and Late Charges

Customer agrees to pay Company the "Total Monthly Charges" per the "Billing Cycle" set forth on page 1 of this Agreement (subject to increase as provided in Paragraph 4 of this Agreement) for the initial term of this Agreement and any renewal term. Payment is due on the date provided on each invoice. A finance charge of the lesser of 1.5 percent per month (18 percent per year) or the maximum rate permitted by applicable law will apply to all invoices not timely paid per the applicable invoice. In lieu of a finance charge, the Company may in its sole and absolute discretion charge the Customer an administrative fee (late charge) of 5 percent of any payment received by Company after the date the payment is due and owing, which the Customer agrees to pay.

4. Increase in Charges

Company may increase the Total Monthly Charges at any time after 12 months from the Effective Date of this Agreement. If Customer is unwilling to pay the increase, Customer must (i) notify Company in writing; and (ii) mail the notice within 30 days of the date of Company's notice of the increase. If Customer does not timely notify Company, Customer hereby consents to the increase and all other terms and conditions of this Agreement shall remain unchanged and in full force and effect. In the event Company receives a notice from Customer indicating unwillingness to pay the increase, Company may, in its sole discretion, elect to terminate this Agreement upon 30 days written notice to Customer or continue the prior rate and allow this Agreement to remain in full force and effect.

5. LIMITATION OF COMPANY'S AND ITS REPRESENTATIVES' LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF COMPANY OR ANY REPRESENTATIVE IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OF ANY KIND OR DEGREE, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT, OR A FAILURE OF COMPANY, REPRESENTATIVES, OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S AND ITS REPRESENTATIVES' MAXIMUM LIABILITY WILL BE LIMITED TO A SUM NEVER TO EXCEED ONE THOUSAND DOLLARS ($1000), COLLECTIVELY FOR COMPANY AND ITS REPRESENTATIVES, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY. IF COMPANY DOES AGREE TO ASSUME A GREATER LIABILITY, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE. "REPRESENTATIVES" SHALL REFER TO THE COMPANY'S SHAREHOLDERS OR OTHER EQUITY OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS AND ASSIGNS.

6. NO THIRD-PARTY BENEFICIARIES; INDEMNIFICATION OF COMPANY AND ITS REPRESENTATIVES; AND SUBROGATION WAIVER

CUSTOMER AND COMPANY AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT OTHER THAN THE REPRESENTATIVES TO THE EXTENT OF ANY RIGHT SET FORTH IN SECTIONS 5, 6, AND 29 OF THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD COMPANY AND REPRESENTATIVES HARMLESS FROM AND AGAINST (i) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST THE COMPANY AND/OR REPRESENTATIVES ARISING IN ANY WAY FROM THIS AGREEMENT OR THE SERVICES (A "THIRD PARTY ACTION"); AND (ii) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS' FEES AND COSTS OF THE COMPANY AND REPRESENTATIVES) INCURRED BY, ASSESSED OR FOUND AGAINST, OR MADE BY COMPANY AND/OR REPRESENTATIVES RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES"), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE OF THE COMPANY AND REPRESENTATIVES, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THE THIRD PARTY INDEMNIFICATION OBLIGATION OF THE CUSTOMER HEREIN SHALL NOT APPLY TO ANY RECKLESSNESS, WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE COMPANY AND REPRESENTATIVES OR GROSS NEGLIGENCE IN THOSE STATES THAT DO NOT PERMIT INDEMNIFICATION FOR GROSS NEGLIGENCE. CUSTOMER HEREBY WAIVES ALL CLAIMS FOR RECOVERY AGAINST COMPANY, REPRESENTATIVES, AND OTHERS FOR ANY LOSS OR DAMAGE OF WHATEVER KIND OR SORT INSURED UNDER ANY POLICIES OF INSURANCE. THIS WAIVER OF SUBROGATION RIGHT SHALL EXTEND TO ALL FORMS OF SUBROGATION, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND CONVENTIONAL SUBROGATION, AND SHALL BE BINDING ON ANY AND ALL ASSIGNEES OR SUBROGEES OF CUSTOMER'S RIGHTS.

7. Additional Customer Duties, Responsibilities

It is Customer's sole responsibility to (A) follow all Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System and the services Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System and communicating with Company's central monitoring station (if applicable), especially if there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), voice (or data) over the Internet ("VOIP") service, internet service provider (ISP), server, router and related passwords, etc.; (D) test the System at least weekly, and whenever changes are made to communications equipment, technology or service for the Premises; and (E) immediately report any problem or failure of the System to Company for service. Customer promises that (i) the System and services in this Agreement are for Customer's own use and not for the benefit of any other party; and (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize Company to install such System.

8. Laws and Permit Requirements; False Alarm Fees

Local and/or national codes or laws may require Customer to have certain types of Systems or components installed in various specified locations of Customer's premises. Because Customer has chosen the System described hereinafter considering and balancing the levels of protection afforded by various Systems and the related costs, it is agreed that it is Customer's responsibility to be informed of, and to comply with, such local and/or national codes and laws as they may relate to Customer's premises. Under no circumstances will Customer hold Company responsible for violations of any such codes or laws. Many jurisdictions require an alarm permit with a monitored security system. Please be advised that it is Customer's responsibility to acquire an alarm permit from the local authorities and pay all applicable fees or Customer may be fined. Any permit fees which may be required for monitoring may be passed along to Customer. Some police departments will not dispatch unless a permit is on file with the central monitoring station. Customer is responsible for any fine or penalty assessed as a result of a false alarm.

9. Installation

Customer shall provide Company with access to the Premises during Company's normal working hours and provide Company with adequate light and power for installation of the System. Installation may require drilling into various parts of the Premises. Customer consents to same and understands and agrees that Company is not responsible for any damage or repairing any damage (cosmetic or otherwise) caused during installation, including from lead paint, asbestos or otherwise. Customer acknowledges that Company has no knowledge of existing hidden pipes, wires or other like objects or dangers within walls, floors, ceilings, and other concealed spaces, and it is Customer's obligation to advise Company of such objects or dangers and Company is released from any damages, losses or expenses resulting from or as a consequence of such hidden objects or dangers.

10. Takeover Systems

If contracted for, Company will attempt to connect Customer's personally owned system which was not sold or installed by Company ("Pre-existing System") to Company's central monitoring station. Company will advise Customer of required repair or replacement costs, if any, to connect Customer's Pre-existing System to the central monitoring station. If Customer declines to pay such costs, Company may cancel this Agreement without any liability. If Customer's Pre-existing System is connected to the central monitoring station, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of the Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Warranty" set forth in paragraph 11. If Company takes over from another company rendering services to a Pre-existing System, in whole or in part, Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE PRE-EXISTING SYSTEM, THE DESIGN, CODE COMPLIANCE, OPERATION OR SUITABILITY, INCLUDING ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. New Installation Warranty; Service Plan; Time & Material and Emergency Service; Service Hours

New Installation Warranty. For ninety (90) days following the installation of the System, Company will repair or, at Company's option, replace any part of the System which becomes defective excluding wiring, ordinary wear and tear, and all conditions and exclusions set forth below without charge to Customer (hereinafter the "New Installation Warranty"). The New Installation Warranty does not apply to a "Pre-existing System" or any of the Exclusions below. Service Plan. If Customer purchased the "Service Plan," Company will repair or, at its option, replace any part of the System due to ordinary wear and tear or malfunction of the System, but not due to any Exclusion below. The Service Plan and the related billing will commence on the date the System is installed or on the date the Service Plan is purchased. Exclusions. The following are excluded from the New Installation Warranty and Service Plan: (i) damage from accidents, vandalism, negligence, Acts of God, natural disasters, war, terrorism, civil strife, water and moisture, lightning, electrical surge, fire, alteration, abuse, or misuse; (ii) Customer's failure to properly close or secure a door, window or other point protected by an alarm device; (iii) Customer's failure to follow Company's and manufacturer's guidelines, instructions, and recommendations; (iv) trouble in telephone line, use of non-traditional telephone line or service (including, but not limited to, DSL, Asymmetric Digital Subscriber Line ("ADSL"), VOIP, etc.), radio frequency interference or due to any service interruption; (v) changes to the System necessitated by a change in telephone service provider, area code or dialing changes; (vi) addition or removal of an answering machine, fax, modem, DSL, T-1, Integrated Services Digital Network ("ISDN"), call waiting or other calling features; (vii) repairs needed to security screens, exterior mounted devices or Programmable Read Only Memory ("PROM"); (viii) alterations to the Premises; (ix) alterations to the System made at Customer's request, required by a change to the Premises or technology made by cellular, internet, and radio frequency service providers and their related cellular service networks (e.g. converting 3G network to 5G);(x) unauthorized repair or service; (xi) manufacturer recalls or advisory notices; (xii) replacement batteries and related labor; and (xiii) for any other cause beyond Company's control. Time & Material and Emergency Service. For any services not covered by the New Installation Warranty or a Service Plan, Customer shall pay Company on a time and material basis at Company's then prevailing rates for any service call. If any services are requested outside of Company's normal working hours, Customer will be required to pay a surcharge at Company's then applicable rates. Service Hours. Company will not perform any service unless requested by Customer. Upon such request, all service will be done as soon as reasonably possible during Company's normal working hours. Company assumes no responsibility for any delay in performing any service, or any event (burglar, fire or otherwise) or loss (property damage, personal injury or otherwise) which occurs before or during any service. Company may, in its sole discretion, use new or used parts for any replacement services from the original or other manufacturers.

12. Warranties

EXCEPT FOR THE NINETY (90) DAY NEW INSTALLATION WARRANTY SET FORTH IN SECTION 11 ABOVE, NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

13. Internet Monitoring

If applicable or contracted for, Customer acknowledges that internet monitoring is subject to interruptions due to numerous causes that may result in loss of System's communication signals from Premises through no fault of Company. Customer acknowledges that Company cannot warrant reliability of Customer's internet service or provider and that Company makes no representations regarding the reliability of internet communications. Customer accepts full responsibility for mitigating loss of, and restoration of, internet communications. Customer acknowledges that, in the event of internet communication failure, the central monitoring station will be unable to monitor the System until internet communications are restored by Customer and verified by Company. Customer further understands that Company will not be able to advise Customer of communication failure when internet communications fail and that altering, changing, switching, or disconnecting the communications equipment and/or Customer's internet network (including, without limitation, the server, router, passwords or internet service providers) may compromise the transmission of signals to the central monitoring station and render the communications equipment unable to transmit signals.

14. Remote Access to System

For any remote access or user interface for monitoring and controlling the System, Customer is responsible for maintaining the confidentiality of any access login and password, and Customer is responsible for all uses of the login, password, and PINS, and any and all related charges or changes, whether or not authorized by Customer.

15. Audio/Video Surveillance

If Customer purchased video surveillance services ("Video Surveillance") or video services through "Aniware®" or otherwise, Customer agrees to: (A) use the services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; (C) provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use appropriate broadband speed to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images. DEPENDING ON THE STATE IN WHICH CUSTOMER RESIDES, IF CUSTOMER PURCHASES VIDEO SURVEILLANCE WITH AUDIO CAPABILITY, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS.

16. Video Verification

If video verification service is provided under this Agreement, when the video system is armed and the detection device or motion sensor receives a signal, the video verification service is designed to send a video transmission to the central monitoring station and alert the central monitoring station to view the video presented. If the central monitoring station determines, in its sole discretion, that suspicious, criminal activity or other emergency conditions are present, Company will attempt to notify the police department or other emergency personnel ("Authority") and the first person on the Customer's emergency call list to advise that the Authority has been notified. In addition, Customer authorizes Company to transmit such video information to the Authorities and others listed on Customer's emergency call list. If otherwise requested through written directives by Customer and agreed to by Company, Company will provide alternative response services to the extent expressly directed. If the central monitoring station reasonably determines, in its sole discretion, that no suspicious, criminal activity or other emergency condition is present, then no further action may be taken by the central monitoring station. The Customer hereby consents to the Company remotely accessing various equipment, systems and wireless or internet connections (such as security cameras, CCTV systems, access control systems, servers, DVRs, NVRs, home automation and other networking or internet connected devices) of the Customer for the limited purpose of remotely servicing or providing services contracted-for under this Agreement, including, without limitation video verification services.

17. Notification and Self-Monitored Services

If you have subscribed to monitoring services, you acknowledge and agree that monitoring provided by Company's central monitoring station is provided only for the devices that are a part of the monitored alarm system and connected to Company's central monitoring station. Company does not monitor your access to any web-based or mobile application related to the System (including notifications sent from such web-based or mobile application), installed video cameras at the Secured Premises connected to a remote video viewing network, or to any devices that are not connected to Company's central monitoring station (including without limitation any sensor device provided for self-monitored mobile notifications that provides you notifications through a mobile application for a stand-alone sensor device not connected to Company's central monitoring station) and will not know that you have activated and are using such services.

18. Timer Tests

If a Timer Test is contracted for and referenced on the first page of this Agreement, the Timer Test seeks to verify, at the time of the Timer Test only (once a day for Daily, once a week for Weekly and once a month for Monthly), the communications path between the System and the central monitoring station. The Timer Test does not test each and every component of the System or ensure that it is functioning properly. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call, an email or text message from the central monitoring station advising you of the failure, and it is Customer's responsibility to schedule service with Company to address the failure.

19. Additional Equipment or Service

Any additional equipment or services requested or authorized by Customer and provided by Company after the execution of this Agreement shall be subject to all terms of this Agreement (including the Limitation of Liability and No Third-Party Beneficiaries; Indemnification of Company and Subrogation Waiver) unless expressly provided for in a separate written agreement between Customer and Company which includes, among other clauses, a Limitation of Liability and No Third-Party Beneficiaries; Indemnification of Company and Subrogation Waiver.

20. Transmission of Data

Customer understands that the System may transmit data to a central monitoring station or elsewhere using one or more forms of communications equipment or services, including, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a central monitoring station to receive and understand data will be dependent upon the proper functioning of the communication equipment and service provided. Company is not responsible in any way for the proper functioning of the applicable customer provided communications equipment or service provided and makes no warranties or representations whatsoever regarding its reliability or adequacy or functionality. Accordingly, Customer understands that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands: (i) the System including, without limitation, the communications equipment or service used in the System, is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any interference, loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), or any other cause, there will be no indication of such interruption at the central monitoring station; and (iii) for an additional cost, Customer may purchase some form of redundant communications equipment or service, such as some form of wireless communication.

21. Access, Communication, and Storage

Company is not responsible for Customer's or the System's method of access, communication, or data storage, whether via internet, cellular radio, telephone, remote, wireless, cloud, or otherwise. It is understood that the access, communication, and data storage providers are not agents of Company and Company shall not be liable for the access, communication, or storage provider's negligent performance or delay in performance. Company shall have no responsibility for failure of data transmission, corruption or unauthorized access.

22. Customer Default; Company's Remedy

Customer will be in breach of this Agreement if: (i) customer fails to pay any fees, charges, or other amounts within 10 days of when due; (ii) Customer terminates this Agreement prior to the end of the initial term or any renewal term; or (iii) Customer fails to comply with any of the other terms of this Agreement. If Customer breaches this Agreement, in addition to any other remedies provided by law, Company may, without notice and in its sole discretion, do any or all of the following: (1) terminate any or all of the Services and/or this Agreement in its entirety; (2) accelerate and declare immediately due and payable an amount equal to 75% percent of all fees to be paid by Customer during the remaining initial term and/or renewal term; (3) collect from Customer Company's court costs and reasonable attorneys' fees if Company retains an attorney; and/or (4) offset any prepayments or credits owed to Customer against any amounts Customer owes Company. All remedies are cumulative. A default by Customer under this Agreement shall be a cross-default under any other agreement between Customer and Company. Even if Customer moves from the Premises, Customer is responsible for payments under this Agreement for the unexpired initial term or any renewal term, and this Agreement shall remain in full force and effect.

23. Company's Default

If Customer believes Company has breached this Agreement, Customer shall provide written notice to Company specifically identifying the breach, and then allow Company an opportunity to cure any breach within 10 business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any such breach.

24. Company's Right to Cancel

Company may cancel this Agreement upon thirty (30) days written notice to Customer for any of following reasons: (A) the central monitoring station or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between the Premises, the central monitoring station, and the police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises; (F) the System, in the sole discretion of Company, is generating an excessive number of false alarms or signals which may adversely affect the central monitoring station; or (G) if Customer is verbally or physically abusive to any employee, subcontractor or representative of Company (including any operator at the central monitoring station). If Company cancels this Agreement pursuant to this paragraph, Company will refund any payments made for services to be supplied after the date of such cancellation.

25. Assignability of Agreement

This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement (in whole or in part) is assignable by Company without consent of Customer.

26. Consent to Record, Disclose and Use Contents of Communications

Customer, as the authorized agent of Customer's family, guests, employees, agents and others hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

27. Subcontractors

Company has the right to subcontract any of its duties or obligations under this Agreement without consent of Customer, including, but not limited to, the use of subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, Limitation of Liability, No Third-Party Beneficiaries, Indemnification of Company and Subrogation Waiver) applies to all the work and services of the subcontractors.

28. Agreement for Telephone/Text/Email Contact

You hereby expressly authorize Company to contact you using an automated calling device, text, or email to deliver a message to set/confirm a service/installation appointment, notify of alarm alerts, for marketing related purposes or other updates at the telephone number(s) or email addresses provided by Customer (in addition to those currently on file with Company).

29. Binding Agreement; Amendments; General Legal Matters; Waiver of Jury Trial; One Year Time Limitation for Legal Action

This Agreement is binding upon Company only (A) when signed by its authorized representative, or (B) upon commencement of the Service or Installation. Should any term or condition of this Agreement be deemed unenforceable, the rest of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules, or who drafted this Agreement. ALL CLAIMS, ACTIONS OR PROCEEDINGS AGAINST COMPANY AND/OR ANY REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE YEAR FROM THE DATE OF ANY PERSONAL INJURY, DEATH, PROPERTY LOSS, OR DAMAGE THAT MAY GIVE RISE TO THE CLAIM . Time is of the essence. Customer irrevocably consents and submits to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee, for any lawsuit arising from, or related to, this Agreement. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, then Customer irrevocably consents and submits to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer waives any objection that it may have to jurisdiction or venue of any such suit. CUSTOMER AND COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SECTIONS 5, 6, 22, 25 AND 29 OF THIS AGREEMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT, OR BREACH BY COMPANY.

30. Third Party Portals

Should Customer request that Company register with a vendor or supplier portal or related third party processing company for the submission and payment of invoices, contract management, scheduling, exchange of information or other purposes related to the management of the relationship between Company and Customer ("Third Party Portal(s)"), and those Third Party Portals require Company to pay registration or other fees, Customer agrees to reimburse Company the entirety of the registration or other fees upon receipt of an invoice from Company. Any terms and conditions of use or otherwise provided by or through the Third Party Portals, whether or not accepted by Company, shall in no way supersede, modify, amend, invalidate, change, add to or subtract from the terms and conditions between Vector and the Customer as set forth in this Agreement, or the related Charges and payment due date. Customer and Company intend and agree that the TERMS AND CONDITIONS of this Agreement shall solely and exclusively govern the relationship between Customer and Company for all equipment, services and other matters set forth in this Agreement. Company shall have no obligation to register with any Third Party Portal unless the duty of Company to register is made an express written part of this Agreement.

31. State of Alabama Notice

If Customer is a resident of the State of Alabama, complaints may be directed to: The Executive Director, The Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116. Customer may also call (334) 577-0983 or fax to (334) 557-0978.

32. North Carolina Contact Information

North Carolina Alarm Licensing Board, 3101 Industrial Drive, Suite 104, Raleigh, NC 27609, Telephone Number (919) 788-5320.

33. License Numbers

ADS SECURITY: AL 001, 062, 072, 094, 231, 1562, 1640, A0269, A0273, A0299, A0625, A0820, S55514, 56993; FL EF20000867, EF20001268, 178200012008; GA LVU406710, LVA205166, LVA206076, LVA206037; IL LIC 127001654; MS LIC 15008579 15005720; NC LIC 2554CSA SP.FA/LV30986; SC BAC.5181, BAC.13626, BAC.13696, BAC. 13777, BAC.13780; TN 183, 685, 1417, 1571, 1951.
VECTOR SECURITY: AK 14-063, 904141; AL AESBL817, A-0329, A-0805, S-44814; AR CMPY.0001495, 0179570423; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85- 47, CSRSL-0043, 1989004898; FL EF20000395, EF20001126; GA LVA206059; HI CT-27082; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 7380038, 21PLU-SS2089; MS 23481-SC; NC 1592-CSA, 528676-CSA, SP.FA/LV25467; ND 37153; NJ 34AL00000400, 13VH00292300, 606936; NM 354514, 17-0133; NV 0066031, F437; NY 12000234360; OH 53.50.1081, 50.50.1066, 50.04.0004, 50.70.0004, 50.25.0005; OK AC559; OR 194571; PA 004997; RI 4794, 2903, 30394, AFC-9185; SC BAC.5590; TN 444, 1341, 1551, 1552; TX B11645, ACR-1768, APS- 2023744; UT 4759383-6501; VA 11-2048, 2705020459; VT T1-02348; WA VECTOSI957PE; WV 043469; WY LV-A-18634. License information additionally available at www.adssecurity.com (for ADS Security, LLC) and www.vectorsecurity.com (for Vector Security, Inc., parent company of ADS Security, LLC).

VECTOR SECURITY

Schedule of Equipment and Installation Instructions

Cust. No.	60012
CS No.	
Job No.	

Existing System #1

Equipment to be Installed (summary by location)

Location/Description	Quantity
Area 1	
Remote Ann (ad hoc)	1
Power Supply (ad hoc)	3
Control Relay (ad hoc)	6
Addressable Mon Module (ad hoc	6
Dual Mon Module (ad hoc)	2
12v 12 Ah SLA Battery (ad hoc)	2
Heat Det SK (ad hoc)	3
SK Address Smoke (ad hoc)	34
Duct Detector (ad hoc)	2
Pull Station (ad hoc)	17
Pull Back Boxes (ad hoc)	17
Ceiling Horn Strobe (ad hoc)	54
Ceiling Strobe (ad hoc)	33
14/2 Fire Wire (ad hoc)	6
18/4fire Wire (ad hoc)	1
16/2 Fire Wire (ad hoc)	5
Test , Program Demo (ad hoc)	1
Cell Unit (ad hoc)	1
Sticker Inspection (ad hoc)	164
Pe Stamp / Designer (ad hoc)	1
Consumables (ad hoc)	4
Labor, Misl (ad hoc)	1
Battery	6
Fire Alarm Accessory	2
Smoke Detector	34
Fire Alarm Accessory	1
Smoke Detector	2
Control Panel - Fire	1

Equipment to be Installed (summary by equipment type)

Description	Quantity
Remote Ann (ad hoc)	
SK-6815	1
Power Supply (ad hoc)	
SK-5496	3
Control Relay (ad hoc)	
SK-relay	6
Addressable Mon Module (ad hoc	
SK-Monitor	6
Dual Mon Module (ad hoc)	
SK-monitor 2	2
12v 12 Ah SLA Battery (ad hoc)	
PS- 12120F2	2
Heat Det SK (ad hoc)	
SK- heat	3
SK Address Smoke (ad hoc)	
SK- - photo	34
Duct Detector (ad hoc)	
SK- ductw	2
Pull Station (ad hoc)	
SK- pull-da	17
Pull Back Boxes (ad hoc)	
SB-I/o	17
Ceiling Horn Strobe (ad hoc)	
BK- Pc2Rled	54
Ceiling Strobe (ad hoc)	
bk- SCRLED	33
14/2 Fire Wire (ad hoc)	
14/2 1000 Uns sol FPLP wire	6
18/4fire Wire (ad hoc)	
18/4 FPLP 1M red	1
16/2 Fire Wire (ad hoc)	
16/2 FPLP 1M red	5
Test , Program Demo (ad hoc)	
xxxxxxxxxx	1
Cell Unit (ad hoc)	
HWF2V- com	1
Sticker Inspection (ad hoc)	
xxxxxxxxxxxx	164
Pe Stamp / Designer (ad hoc)	
xxxxxxx	1
Consumables (ad hoc)	
xxxxxxxcc	4
Labor, Misl (ad hoc)	
xxxxxxxxxxxxx	1
Battery	
BAT-PSC-PW-PS1270	6
Fire Alarm Accessory	
FAA-SYS-BK-DST5	2
FAA-SAF-SSU00680	1
SMD-SYS-BK-RTS151KEY	2
Control Panel - Fire	

Communication Paths

Primary	Secondary

Control Panel Programming

By N/A

Special Conditions

Notes & Special Installation Instructions

VECTOR SECURITY

Scope of Work

Existing System #1

Cust. No.	60012
CS No.	
Job No.	

Summary of Materials, Installation, and Services to be Provided

Upgrading fire system to NFPA code with new equipment

Monthly fees reflect service agreement on equipment and added devices to annual fire inspection

VECTOR SECURITY

Installation & Monitoring Agreement
Agreement, Authorization & Signatures

Cust. No. 60012

Agreement & Authorization

EFFECTIVE DATE; TERM AND RENEWAL: THIS AGREEMENT SHALL BE BINDING AS OF THE LAST DATE WRITTEN BELOW, OR ON THE DATE INSTALLATION OF EQUIPMENT OR SERVICES BEGIN, WHICHEVER OCCURS FIRST. THIS AGREEMENT SHALL HAVE AN INITIAL TERM OF THREE (3) YEARS, WHICH SHALL COMMENCE WHEN THE APPLICABLE EQUIPMENT IS INSTALLED AND/OR THE SERVICES BEGIN (THE "EFFECTIVE DATE"). AT THE END OF THE INITIAL TERM, CONTRACTED SERVICES SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF ONE (1) MONTH UNLESS TERMINATED BY EITHER PARTY BY WRITTEN NOTICE PROVIDED AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE CURRENT TERM.

By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read all pages of the Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Company's and Its Representatives' Liability, Paragraph 6, No Third-Party Beneficiaries; Indemnification of Company and Its Representatives; and Subrogation Waiver and Paragraph 29, Binding Agreement, Amendments, General Legal Matters; Waiver of Jury Trial; One Year Time Limitation for Legal Action.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first written below.

The Customer(s)	
Customer Signature Ken Walling Not an Original	Customer Signature
Date Sep 20, 2024 Print Name Ken Walling Title IT Director	Date Print Name Title
The Company (Vector Security, Inc.)	
Submitted By Company Sales Representative Not an Original	Authorized By Company Authorized Representative
Date Sep 20, 2024 Type Name Kim Trelles	Date Type Name

State of Alabama

DEPARTMENT OF YOUTH SERVICES

KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

August 13, 2024

FILED IN OFFICE

AUG 16 2024

LISA McSWAIN
CIRCUIT COURT
CULLMAN COUNTY

To: Juvenile Court Judge and/or
Chief Probation Officer

From: LeTonya Bowman
Accounting Director

Re: Long Term Detention Subsidy Contract

Please find enclosed your revised long-term detention subsidy contract for BFY 2025 (October 1, 2024 through September 30, 2025). Please read the green highlighted changes and complete the form by stating your Detention Center choice on the line under the yellow highlighted phrase and obtaining the signature of your County Commission Chairman. The form should then be returned to me at the address listed below:

LeTonya Bowman
Department of Youth Services
P. O. Box 66
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Cullman County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2024 through September 30, 2025, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days, or 16 business days between October 1, 2024, and September 30, 2025), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Tennessee Valley Youth Services

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT ADDENDUM

THIS Addendum to the contract is to replace item number 6 with the below change and to add item number 7.

6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made pursuant to paragraph 2 of this agreement.

7. The distribution, expenditure, or application of payments made on behalf of the county pursuant to paragraph 3 of this agreement shall be at the sole discretion of County.

Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

Association of County Commissions of Alabama
Workers' Compensation Self – Insurers' Fund

WORKERS' COMPENSATION INFORMATION PAGE

PARTICIPANT:
Cullman County Commission
500 2nd Ave SW, Rm 105
Cullman, Alabama 35055

DATE PREPARED: 08/30/2024

ACCOUNT NUMBER: 008624003300
CONTRACT PERIOD: 10/1/2024 **to** 10/1/2025

Estimated Billing

Code	Sub	Classification of Operations	Payroll & Production	Rate	Estimated Annual Contribution
5506	00	St/Rd Constr/Pav-Incl Drivers	3,581,860.00	4.07	$145,781.70
7380	00	Drivers, Chauffeurs	560,621.00	4.31	$24,162.77
7520	00	Waterwks-Incl Sales/Drivers	1,399,698.00	2.18	$30,513.42
7720	00	Sheriff's Department	8,947,525.00	2.92	$261,267.73
8380	00	County Shop/Auto & Truck Repair	753,348.00	2.27	$17,101.00
8810	00	Clerical Office Employees Noc	4,764,806.00	0.12	$5,717.77
8820	00	Attorneys All Employees	146,136.00	0.11	$160.75
8831	00	Hospital-Vet & Drivers	288,982.00	1.21	$3,496.68
8832	00	Coroner	36,799.00	0.27	$99.36
8835	00	Public Health	0.00	1.89	$0.00
8864	00	Social Services Organization	344,509.00	1.23	$4,237.46
9015	00	Building Custodian	314,814.00	2.92	$9,192.57
9102	00	Parks-Incl Drivers	962,124.00	2.42	$23,283.40
9403	00	Garbage Coll-Incl Drivers	1,674,628.00	6.37	$106,673.80
9410	00	County Employees, Incl Drivers	2,067,619.00	1.79	$37,010.38

Total Manual Contribution	$668,698.78
Total Fund Adjustments/Discounts	$-228,417.09
Total Limited Normal Contribution	$440,281.69
Amount Due – Fund	**$440,281.69**
Experience Modification	0.65

If Paid on Time	**Avoid These Penalties**	
10-01-24 - 10-31-24	**2% added 11-01-24** $8,805.63	**+ 8% added 12-01-24** $35,926.99
$440,281.69	After 11-01-24, Pay $449,087.32	After 12-01-24, Pay $485,014.31

Adopted February 24, 1994 by the Board of Trustees of the ACCA Workers' Compensation Fund:

Workers' Compensation premiums are due and payable on October 1.

If full payment is not received on or before October 31, the non-paying member shall be assessed two percent (2%) of the unpaid balance on November 1 and an additional eight percent (8%) of the unpaid balance on December 1.

An additional two percent (2%) of the unpaid balance will be assessed on the first of each month thereafter.

If payment is not received by December 10, a notice of cancellation will be sent, with cancellation effective January 10.

If payment is not received by December 31, a final 10-day notice of cancellation will be sent, with cancellation effective January 10.

Interest shall accrue on the unpaid balance each month thereafter.

Checks should be made payable to: ACCA WCSIF
Mail payment to: CRS, Inc.
P.O. Box 589 Montgomery, AL 36101-0589

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
CULLMAN COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Cullman County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included in this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed $150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than $1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from $3,000.00 to $7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amended.

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The number of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of $250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of $500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the contract or remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on 9/30/2027 12:00:00 AM. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Scrap Tire Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor 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.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Cullman County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Cullman County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Cullman County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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

21. Prohibition against Boycotting by Contractors

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

22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

23. No Funds for Lobbying Clause.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Economic Boycott

"In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act."

CULLMAN COUNTY COMMISSION

By: _____
Jeff Clemons,
Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

Digitally Signed By
Jeff Kitchens
08/29/2024, 01:26

By: _____
Lance R. LeFleur,
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2024.

ATTACHMENT A

SCOPE OF SERVICES

This Scope of Services is applicable to the collection, management, recycling, beneficial re-use and, as a last resort, disposal of discarded scrap tires or scrap tire materials funded by the Alabama Scrap Tire Fund. The associated contractual agreement shall reimburse expenses associated with the services described below up to **$150,000** for the duration of the contract or until the contract is otherwise modified or terminated.

The Cullman County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

1. The collection of discarded scrap tires or scrap tire materials from county right-of-way (ROW) locations:

   A. To be eligible for reimbursement under this scope of services, the above referenced locations (sites) cannot qualify as scrap tire sites or STSs (i.e., sites that contains more than 100 scrap tires) or unauthorized solid waste dumps or UADs as defined in ADEM Division 4 and 13 Regulations (i.e., sites that contains more than 10 cubic yards of regulated solid waste). If a site does qualify as a STS or a UAD, it is to be referred to the Department for its consideration and action.

   B. Discarded scrap tires or scrap tire materials shall only be collected from county ROW property, monitored collection centers and/or other locations where nonprofit organizations (e.g., Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) are conducting a cleanup.

   C. Subject to Department approval, the above services may be performed by nonprofit organizations (such as those referenced above) in lieu of the County.

   D. All collected scrap tires or scrap tire materials shall be transported to the sites referenced in Condition 1.E., as they become available and as approved by the Department.

   E. The Department is currently developing a network of tire processing operations in several locations throughout the state. As the availability of a processor in your area becomes available, the County will be required to transport all scrap tires or scrap tire materials managed under this contract to one of these locations unless the County can demonstrate to the Department that this requirement is unreasonable.

2. The County may accept eight (8) or less tires from individuals (proven to reside in the county) at no charge to the individual, to be recycled along with those scrap tires or scrap tire material collected under this contract (see Conditions 1.B. and 3.A.).

3. The proper management of the collected scrap tires or scrap tire materials in an appropriate manner until such time as they are recycled or disposed:

A. The County may establish monitored collection center(s) for scrap tires collected from the ROWs within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.

4. The County shall transport the collected scrap tires or scrap tire material to a Department-approved recycling facility for beneficial re-use or, as a last resort, to a permitted disposal facility. All collected scrap tires and scrap tire material shall be transported to the sites referenced in Condition 1.E., as they become available and as approved by the Department.

5. The County will conduct site restoration activities to minimize erosion for those areas where soils have been disturbed by heavy machinery, if required.

6. The County will submit to the Department, no more than once per quarter, a Payment Request and supporting documentation for the collection, management, recycling, beneficial re-use, or disposal of all collected scrap tires or scrap tire materials:

   A. The payment request must include, at a minimum, the following: appropriate receipts, labor and equipment breakdown and costs, current industry standard equipment rates, scrap tire manifests, end-user agreements, and any documents deemed by the Department to be relevant to the clean-up, recycling or disposal of scrap tires or scrap tire materials.

   B. The Department will neither accept nor approve payment requests submitted outside of the current fiscal year, unless submitting for the fourth quarter of that current fiscal year.

7. The County shall use the Alabama Environmental Permitting and Compliance System's (AEPACS) external portal to receive and submit all documentation associated with this program going forward (see Condition 6.A.). All counties, County Commissioners and their authorized representatives, enrolled in the Scrap Tire ROW program will be given access to the AEPACS portal and instructions on how to use the external portal to complete and submit their required documentation.

8. The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, recycling and disposal of discarded scrap tires or scrap tire materials such as overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection and disposal of scrap tires or scrap tire materials. The Scrap Tire ROW Program was established as a courtesy to help counties offset the costs associated with the removal of scrap tires found along their county right-of-ways. Before submitting a Payment Request, the responsible county personnel should contact the Department with questions regarding acceptable reimbursements.

This agreement shall remain valid from date of execution of the interagency cooperative agreement until 9/30/2027 12:00:00 AM.

Lightnin & Sons BRICK CLEANING

181 Colony Road
Hanceville, AL 35077

(256)338-2472

DATE: 8/14/24				INVOICE
BRICK				
		Cullman County		
WATERPROOF		Sheriff office		
VINYL				
		Point up Crack		
		and		
CONCRETE		Seal Windan		
BLOCK	X	Stain		
DRIVEWAY				
WATER SEAL		met + Lab	$17.80	
BLOCK				
BRICK				
THANK YOU	Matthew Cole			

Make check payable to Matthew Cole. "Lightnin" is his nickname.



CULLMAN COUNTY COMMISSION

FISCAL YEAR 2024-2025 BUDGET

APPROVED SEPTEMBER 17, 2024

CULLMAN COUNTY, ALABAMA

- Cullman County, Alabama, established in 1877, is in north-central Alabama. The City of Cullman is the largest city and the county seat and is approximately halfway between Birmingham and Huntsville on Interstate 65. The County is made up of 734 square miles and has a 2022 population of 90,665 people. The County Commission serves as the county's legislative body, which is a political subdivision of the State of Alabama. The Chairman and Commissioners are elected county-wide beginning in 2022 and serve four-year terms.
- The Commissioners have set some priorities including:
  - Restoring Cullman County Roads, Bridges and Infrastructure
  - Recruiting and Retaining high-quality employees
  - Maintaining County buildings and equipment to a high standard
  - Operating Enterprise Funds as efficiently as possible using proven business practices to reduce taxpayer subsidies.

Chairman: Jeff Clemons

Commissioner District 1: Kerry Watson

Commissioner District 2: Garry Marchman

Commissioner District 3: Kelly Duke

Commissioner District 4: Corey Freeman

- The Code of Alabama 1975, Title 11, Chapter 8, Section 3, sets out that the county commission must adopt the annual budget no later than October 1st each year. In addition, this section requires that the budgeted expenditures for the year cannot exceed the budgeted revenues. Therefore, the Commission is legally required to pass a balanced budget. The following is the adopted balanced budget for the Cullman County Commission for the fiscal year of October 1, 2024, through September 30, 2025.





THE BUDGET 2024-2025

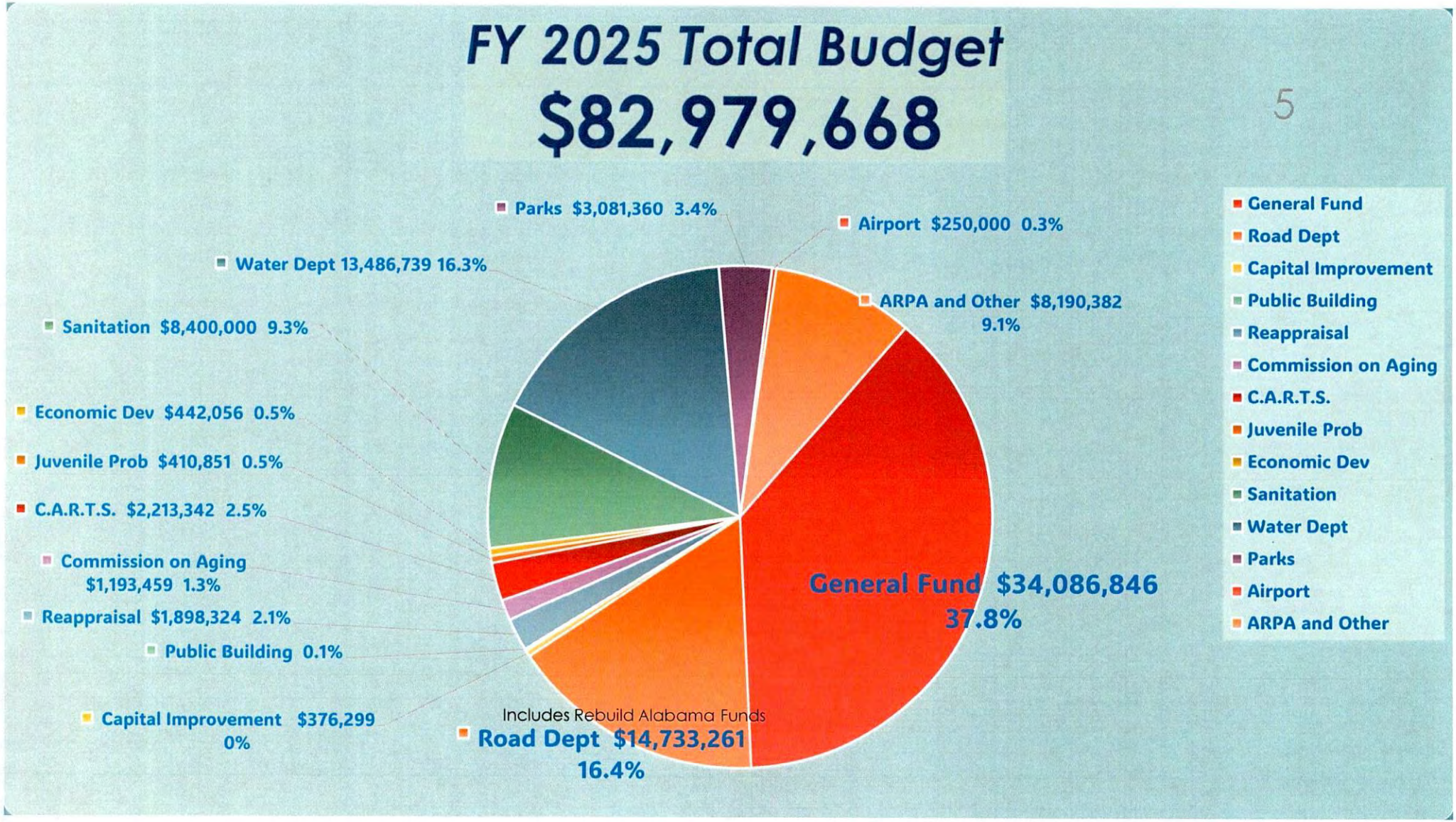
The officially adopted budget is listed here on page 3. The Commission approves the budget at the fund level. This allows for flexibility in daily operations as needs arise. The only changes that require budget amendments are those that would increase the overall expense for a fund. Each departmental budget is made up of three areas: Personnel, Operations and Capital. Administrative policy does not allow for budget transfers to or from the personnel budget. The ongoing priorities are road and infrastructure improvement, facility revitalization and personnel recruiting and retention.

				Cullman County						
				Proposed FY 24-25 Budget						
Governmental Funds		Estimated		Revenues			Expenses		Estimated	
		Beg. Cash							Ending Cash	Increase
Fund	Fund	Balance	Current Yr	Transfers	Total	Current Yr	Transfers	Total	Balance	(Decrease)
Number	Name	Excl's CD's	Revenue	In	Revenue	Expenses	Out	Expense	Incl's CD's	Cash
001	General	3,120,550	34,086,846	0	34,086,846	28,550,833	5,185,473	33,736,306	3,471,090	350,540
004	93 Sales Tax- Res.	3,369,266	65,000	0	65,000	0	0	0	3,434,266	65,000
029	Pistol Permit Revenue Loss	230,226	70,000		70,000	50,000		50,000	250,226	20,000
031	Opioid Settlement Fund	147,645	50,000	0	50,000	197,645		197,645	0	(147,645)
110	Service For COA	0	32,000	0	32,000	32,000	0	32,000	0	0
111	Gasoline Fund	100,000	6,675,000	6,023,937	12,698,937	12,698,937	0	12,698,937	100,000	0
112	Public Building, Roads, Bric	2,000,000	3,615,000	0	3,615,000	100,000	3,236,000	3,336,000	2,279,000	279,000
113	Public Hwy & Traffic	31,542	520,000	0	520,000	0	515,000	515,000	36,542	5,000
116	Capital Improvement	500,000	489,500	0	489,500	376,299	0	376,299	613,201	113,201
117	RRR Gasoline	0	1,245,000	413,860	1,658,860	1,658,860	0	1,658,860	0	0
118	Secondary Road	0	413,860	0	413,860	0	413,860	413,860	0	0
120	Reappraisal	0	1,843,974	0	1,843,974	1,843,974	0	1,843,974	0	0
123	Tourism Fund	85,551	0	0	0	20,000	0	20,000	65,551	(20,000)
124	C.O.A. Fund	101,796	60,250	1,133,209	1,193,459	1,193,459	0	1,193,459	101,796	0
125	Juvenile Probation	5,000	49,000	341,851	390,851	390,851	0	390,851	5,000	0
126	Program & Subsistance	110,000	25,000	0	25,000	6,000	10,000	16,000	119,000	9,000
127	Day Treatment Prog.	0	31,000	0	31,000	11,000	10,000	21,000	10,000	10,000
128	Work Release	0	109,426	0	109,426	109,426	0	109,426	0	0
129	Law Library	39,355	15,000	0	15,000	15,000	0	15,000	39,355	0
135	Economic Development	140,000	12,500	429,556	442,056	442,056	0	442,056	140,000	0
136	Motor Vehicle Special	25,000	3,000	0	3,000	3,000	0	3,000	25,000	0
150	CARTS Escrow	26,195	0	148,724	148,724	148,724	0	148,724	26,195	0
155	C.A.R.T.S.	22,363	1,454,282	736,697	2,190,979	2,064,618	148,724	2,213,342	0	(22,363)
156	Special Probate fund	21,000	17,000	0	17,000	17,000	0	17,000	21,000	0
166	Sheriff's General Fund	25,000	5,000	0	5,000	5,000	0	5,000	25,000	0
201	Judicial Jail Const.	172,937	0	0	0	0	172,937	172,937	0	(172,937)
220	County Rebuild Alabama	0	1,420,000	0	1,420,000	1,420,000	0	1,420,000	0	0
221	Federal Aid Exchange	0	400,000	0	400,000	400,000	0	400,000	0	0
250	CARES Act	210,000	0	0	0	180,000	20,000	200,000	10,000	(200,000)
298	Coronavirus Rescue Act Fur	2,411,860	0	0	0	2,411,860	0	2,411,860	0	(2,411,860)
299	Coronavirus Rescue Act Fur	1,677,266	0	0	0	1,677,266	0	1,677,266	0	(1,677,266)
313	L/Term Note	0	0	0	0	0	0	0	0	0
765	District Attorney	42,825	20,000	0	20,000	16,000	0	16,000	47,825	5,000
770	Worthless Check Fee	15,000	35,000	0	35,000	35,000	0	35,000	15,000	0
Total Governmental Funds		14,630,377	52,762,638	9,227,834	61,990,472	56,073,808	9,711,994	65,785,802	10,835,047	(3,795,330)
Proprietary Funds										
511	Sanitation	109,000	8,400,000	0	8,400,000	8,400,000	0	8,400,000	109,000	0
512-516	Parks	0	1,533,200	1,548,160	3,081,360	3,081,360	0	3,081,360	0	0
518	Equity Inv In Airport accoun	0	0	0	0	0	0	0		0
520	Water	400,000	16,382,970	0	16,382,970	16,382,970	0	16,382,970	400,000	0
Total Proprietary Funds		509,000	26,316,170	1,548,160	27,864,330	27,864,330	0	27,864,330	509,000	0
	Total Budget - FY 24-25	15,139,377	79,078,808	10,775,994	89,854,802	83,938,138	9,711,994	93,650,132	11,344,047	(3,795,330)

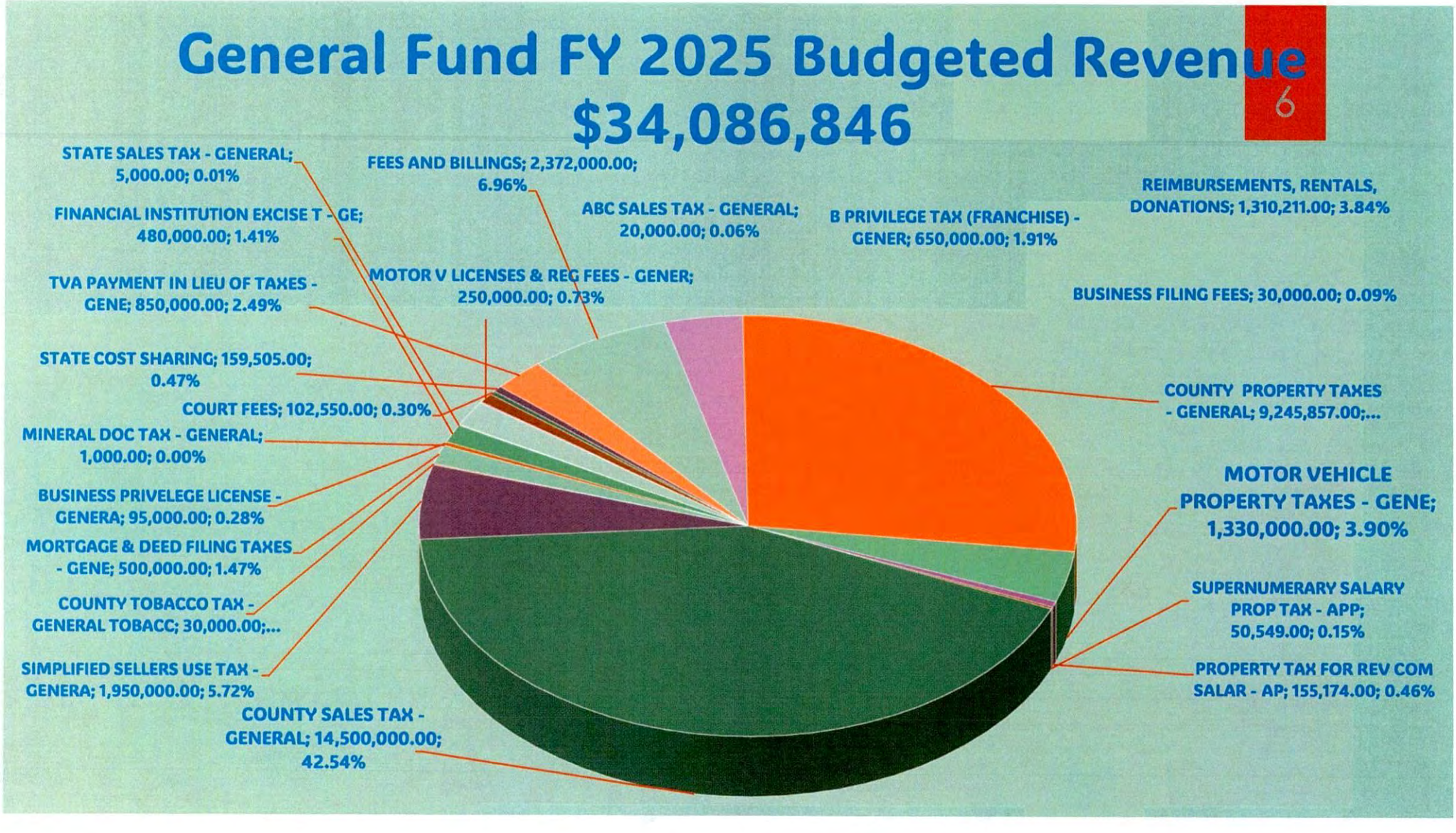
	FY 24-25 Budget	FY 23-24 Budget	FY 22-23 Budget	Variance Inc(Dec)
General Fund-*(Incl's transfers to other dept's of approx $4.5mil)*	33,736,306	31,467,929	28,016,324	2,268,377
Less trf's to other departments	*(5,185,473)*	*(4,499,695)*	*(3,732,233)*	(685,778)
Road Department*(incl's RRR, Pub Hwy, Sec Rds & Severence)*	12,698,937	10,488,240	7,635,000	2,210,697
Rebuild Alabama	1,334,323	1,364,000	1,229,858	(29,677)
Federal Aid Exchange	400,000	400,000	400,000	0
Public Building	3,336,000	3,250,000	2,928,000	86,000
Capital Improvement Fund	376,299	475,000	436,000	(98,701)
Reappraisal	1,898,324	1,843,794	1,894,424	54,530
Commission On Aging	1,193,459	1,166,558	1,011,561	26,901
C.A.R.T.S.	2,213,342	2,472,812	2,236,581	(259,470)
State Juvenile Probation Dept	370,851	401,414	398,780	(30,563)
Economic Development	442,056	363,993	369,891	78,063
Sanitation	8,400,000	8,350,000	7,842,317	50,000
Parks-Smith Lake, Sportsman Lake, Clarkston & OHV	3,181,360	2,709,767	2,624,047	471,593
Water	15,424,500	14,690,360	13,085,253	734,140
Airport Operations	250,000	245,000	245,000	5,000

FY 2025 Total Budget

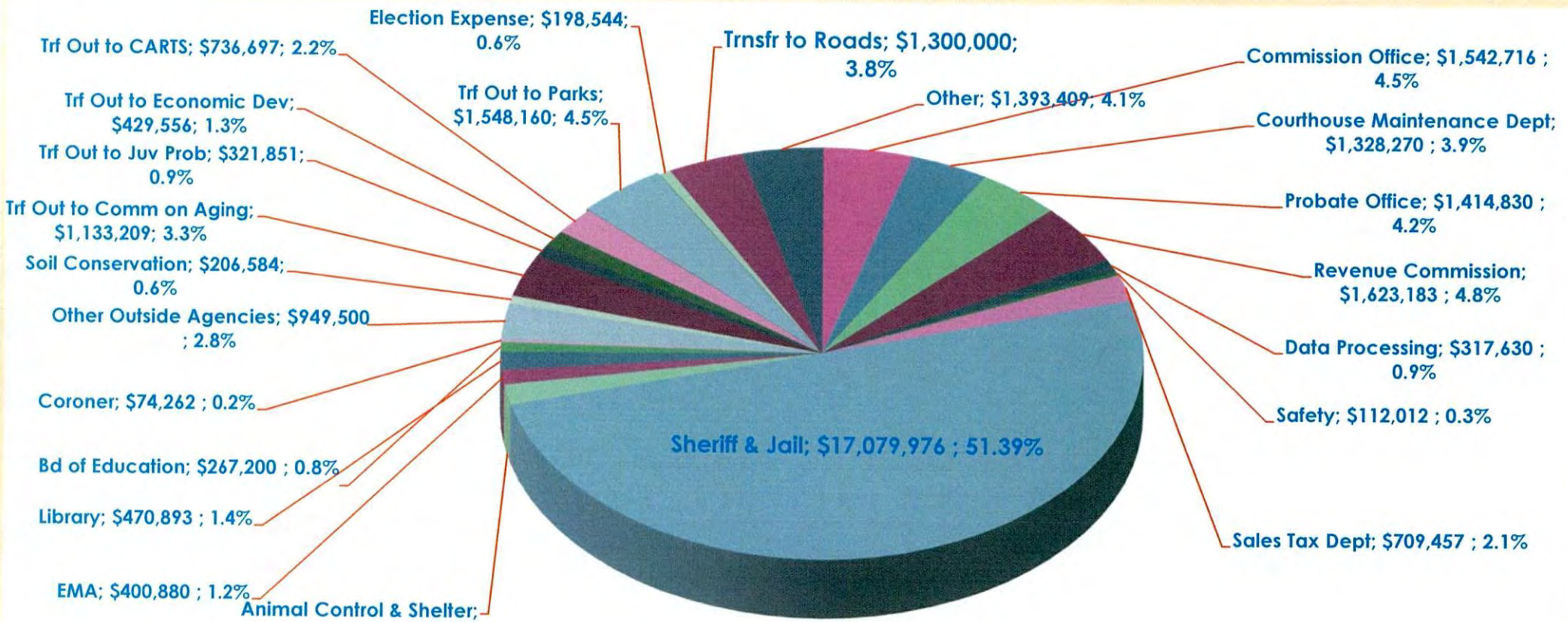
$82,979,668

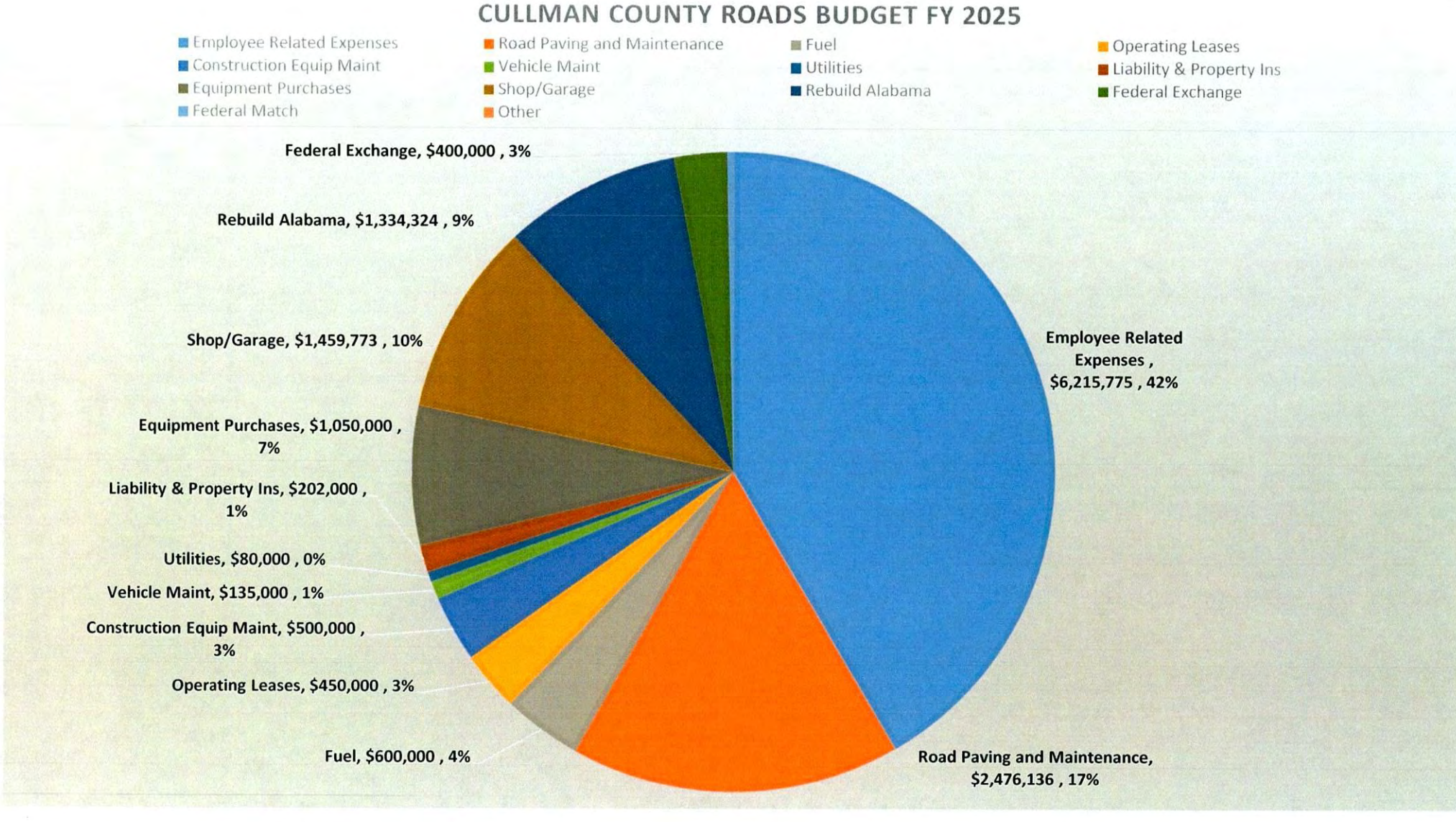


General Fund FY 2025 Budgeted Revenue
$34,086,846

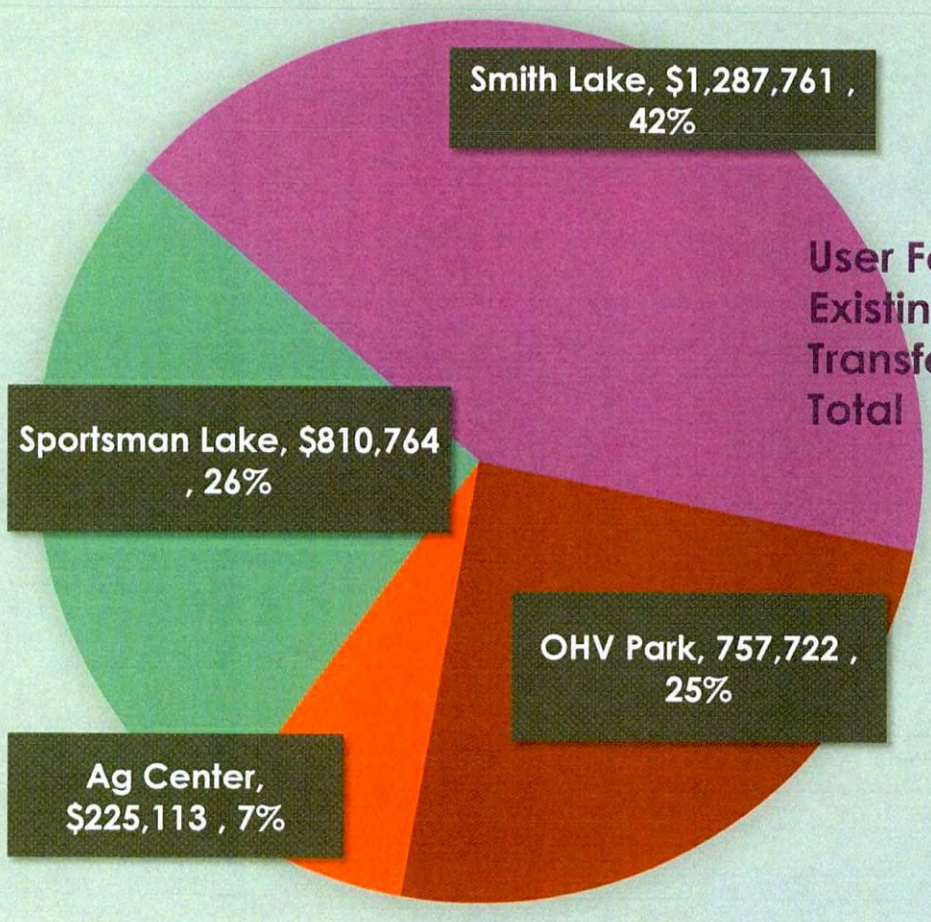


General Fund FY 2025 Budgeted Expense
$34,086,846




CULLMAN COUNTY ROADS BUDGET FY 2025
Employee Related Expenses
Road Paving and Maintenance
Fuel
Operating Leases
Construction Equip Maint
Vehicle Maint
Utilities
Liability & Property Ins
Equipment Purchases
Shop/Garage
Rebuild Alabama
Federal Exchange
Federal Match
Other
Federal Exchange, $400,000 , 3%
Rebuild Alabama, $1,334,324 , 9%
Shop/Garage, $1,459,773 , 10%
Equipment Purchases, $1,050,000 , 7%
Liability & Property Ins, $202,000 , 1%
Utilities, $80,000 , 0%
Vehicle Maint, $135,000 , 1%
Construction Equip Maint, $500,000 , 3%
Operating Leases, $450,000 , 3%
Fuel, $600,000 , 4%
Employee Related Expenses , $6,215,775 , 42%
Road Paving and Maintenance, $2,476,136 , 17%

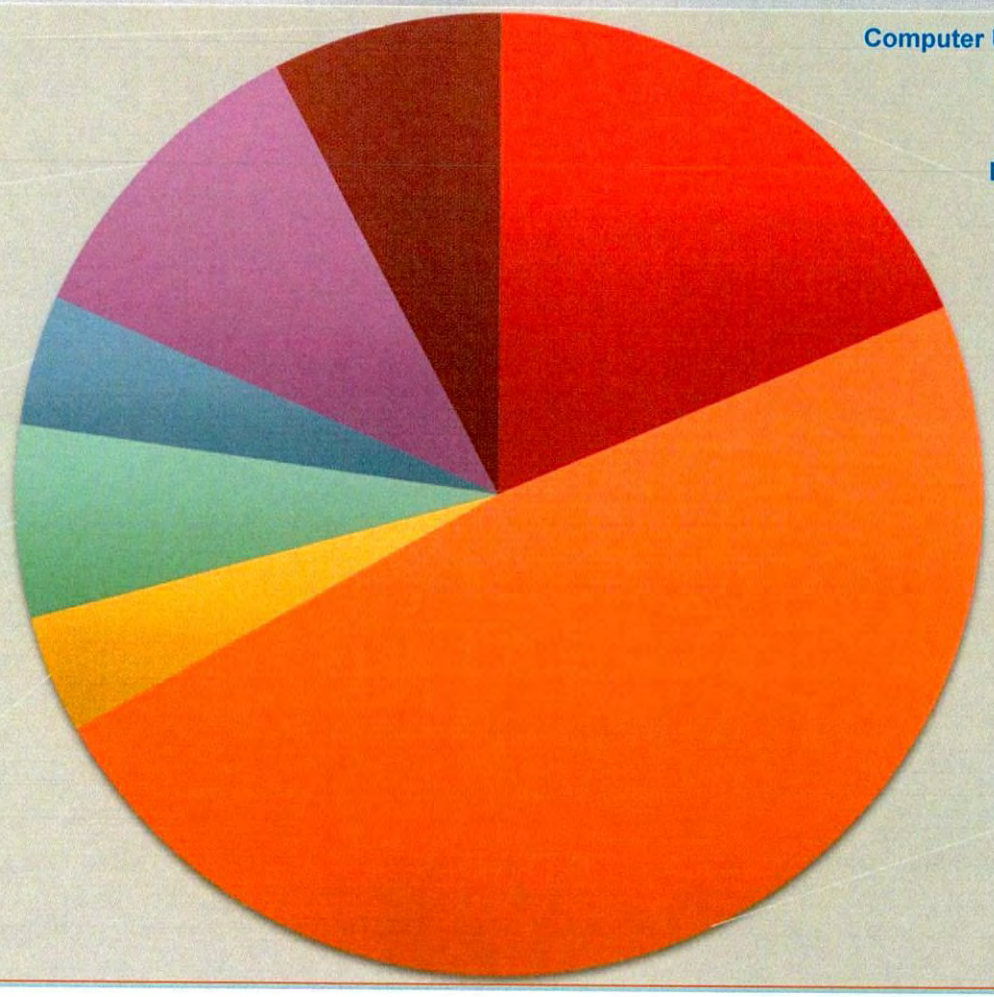
CULLMAN COUNTY PARKS SYSTEM- FY 2025 Budget



Revenue Sources

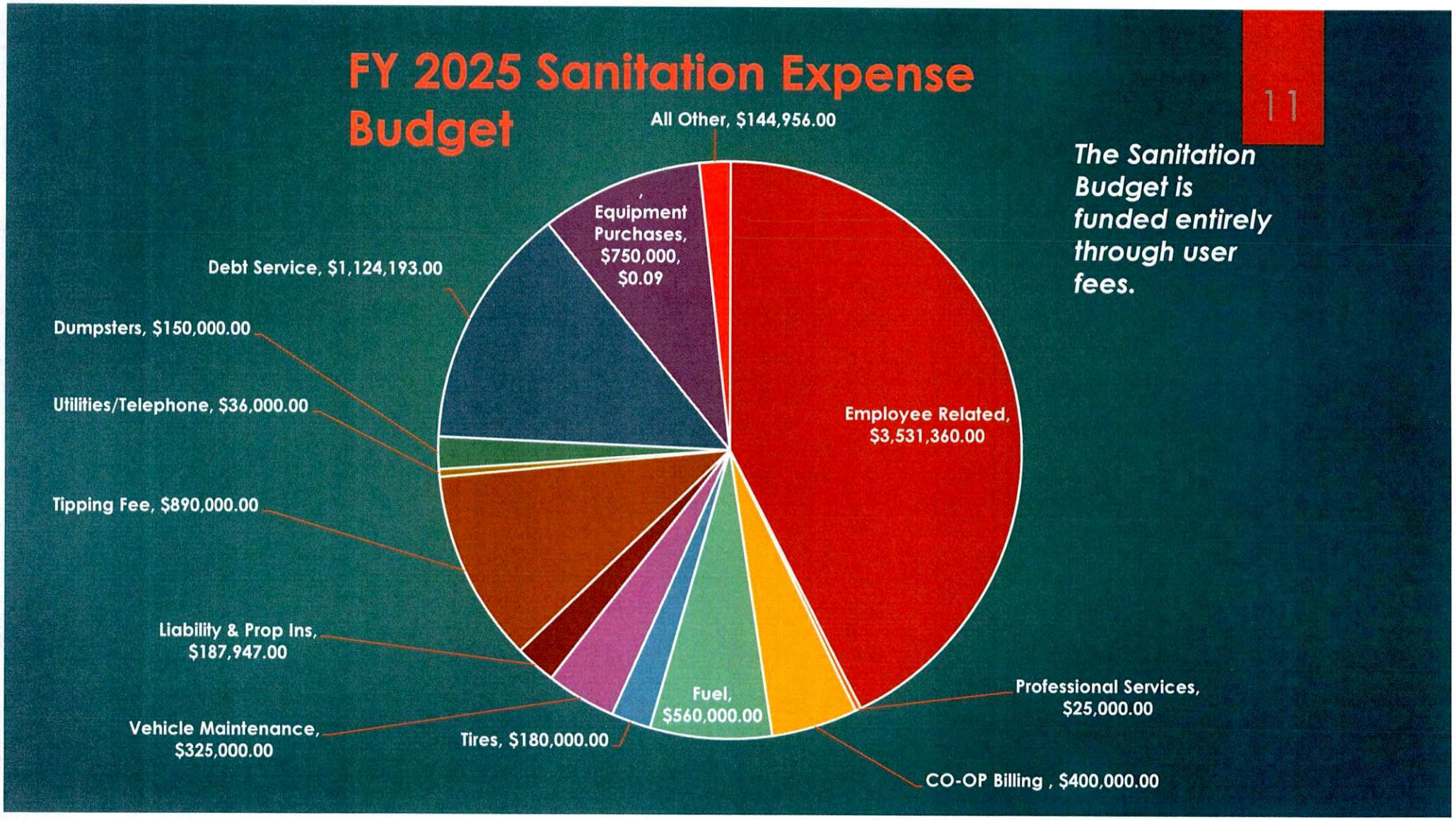
User Fees	$1,533,200	49.83%
Existing Cash Balance	$100,000	3.25%
Transfer From General	$1,548,160	46.92%
Total	$3,181,360	100.00%

FY 2025 Water Department Budget



The Water Department Budget is funded entirely through user fees.

FY 2025 Sanitation Expense Budget



The Sanitation Budget is funded entirely through user fees.

Appropriations To Outside Agencies

Agency Requesting Funds	FY 2025	FY 2024	FY 2023	FY 2022
Cullman Elks Veterans Committee	18,000.00	18,000.00	18,000.00	8,000.00
Cullman Festhalle Market Platz Committee Promotion	3,000.00	3,000.00	3,000.00	3,000.00
Industrial Development Board	100,000.00	100,000.00	100,000.00	90,000.00
Soil Conservation	200,719.00	200,719.00	197,849.00	194,000.00
Forestry	24,000.00	24,000.00	24,000.00	24,000.00
Airport	250,000.00	245,000.00	245,000.00	180,000.00
Vol Fire Department	109,000.00	109,000.00	109,000.00	109,000.00
Health Dept- AL Public Health	80,000.00	75,000.00	72,000.00	72,000.00
Cullman Area Mental Health	29,000.00	29,000.00	29,000.00	29,000.00
Chamber of Commerce- membership through CCEDC	5,000.00	5,000.00	5,000.00	5,000.00
Developmentally Disabled-Cullman 310 Authority	60,000.00	60,000.00	60,000.00	60,000.00
Board of Education	148,000.00	148,000.00	148,000.00	148,000.00
Extension Service	45,000.00	45,000.00	40,000.00	40,000.00
Victim Services of Cullman	1,000.00	1,000.00	1,000.00	1,000.00
Agriplex- request for Extension rent upon completion of building	30,000.00	7,500.00	5,000.00	2,500.00
Foster Grandparent(Community Action)	1,000.00	1,000.00	1,000.00	1,000.00
United Way	2,500.00	2,500.00	2,500.00	2,500.00
Good Samaritan Health Clinic	3,000.00	1,000.00	1,000.00	1,000.00
Child Advocacy Center of Cullman	1,000.00	1,000.00	1,000.00	1,000.00
Lighthouse	-	1,000.00	1,000.00	1,000.00
Friends of the Public Library	5,000.00	5,000.00	5,000.00	5,000.00
Farm-City	300.00	300.00	300.00	300.00
VFW Heroes Dinner	500.00	500.00	500.00	500.00
VFW SGB Shot	12,000.00	12,000.00	12,000.00	
Project Lifesaver	5,000.00	-	-	-

BlueCross BlueShield of Alabama

An Independent Licensee of the Blue Cross and Blue Shield Association

Amendment To Enrollment Agreement

Customized BCBSAL Plan

Group Name:	Cullman County Commission	**Financial:**	Self Funded
Corporate Code:	297360001	**Document Type:**	Renewal
Effective Date:	10/1/2024	**Benefit Pattern:**	CULLMAN COUNTY COMMISSION
Primary Group Number(s):	29736		

PHYSICAL ADDRESS

Address 1:	500 2Nd Ave Sw	**City:**	Cullman
Address 2:		**State:**	AL
County:	Cullman	**Zip:**	35055-4155
County Code:	22		

BILLING ADDRESS

Address 1:	500 2Nd Ave Sw	**City:**	Cullman
Address 2:		**State:**	AL
County:	Cullman	**Zip:**	35055-4155

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Judy Bradford	Administrator	(256) 775-4884	jbradford@co.cullman.al.us
Benefits:	MR	John Bullard	Administrator	(256) 739-3530	
Decision:	MR	Jeff Clemons	Commission Chairman	(256) 739-3580	

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
District Sales Rep:	Lee Dorrill	205/220-5577	ldorrill@bcbsal.org
District Account Manager:	Barry Ellis	205/220-6022	bellis@bcbsal.org
District Service Rep:	Michael Page	205/220-5578	mpage@bcbsal.org

County:	Cullman	**District Office:**	Birmingham
Group IRS ID Number:	636001496		

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

HSA HDHP Status

Employer believes the plans are not HSA HDHP qualified under IRS rules and regulations.

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

Financial Updates

Independent Dispute Resolution

Under the No Surprises Act, Employer may be subject to the Independent Dispute Resolution. Parties participating in the Independent Dispute Resolution (IDR) process are subject to an annual administrative fee set periodically by the federal government. Parties participating in the IDR process may also be subject to a fee charged by the IDR entity. The amount of the IDR entity fee will vary based on the entity selected. Administrative fees and IDR entity fees will be assessed when a Group is a party to the IDR process. Additional claims costs awarded by the IDR entity will also be assessed to the Group.

Administration Fees
$62.15 per contract.
In the event of termination of the plan, the retention on paid claims during the run-out period will be 8.80% for Health.

COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

Rates are forthcoming.

Pharmacy Changes

Special Instructions

Admin Fees:

Health: $62.15, 8.80% runout

Dental: $3.92, 8.80% runout

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature Authorized Representative	Barry Ellis Blue Cross and Blue Shield of Alabama Representative
Commission Chairman Title	District Account Manager Title
09/13/24 Date	9/13/2024 Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

29736	CPO, R00, R01, V00, V0S, 000, 001, 002, 003, 004, 005, 006, 007, 008, 009, 00S, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031

BlueCross BlueShield of Alabama

An Independent Licensee of the Blue Cross and Blue Shield Association

Amendment To Enrollment Agreement

Customized BCBSAL Plan

Group Name:	Cullman County Commission	Financial:	Self Funded
Corporate Code:	297360001	Document Type:	Benefit Change
Effective Date:	1/1/2025	Benefit Pattern:	CULLMAN COUNTY COMMISSION
Primary Group Number(s):	29736		

PHYSICAL ADDRESS

Address 1:	500 2Nd Ave Sw	City:	Cullman
Address 2:		State:	AL
County:	Cullman	Zip:	35055-4155
County Code:	22		

BILLING ADDRESS

Address 1:	500 2Nd Ave Sw	City:	Cullman
Address 2:		State:	AL
County:	Cullman	Zip:	35055-4155

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Judy Bradford	Administrator	(256) 775-4884	jbradford@co.cullman.al.us
Benefits:	MR	John Bullard	Administrator	(256) 739-3530	
Decision:	MR	Jeff Clemons	Commission Chairman	(256) 739-3580	

BCBSAL REPRESENTATIVES

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District Account Manager:	Barry Ellis	205/220-6022	bellis@bcbsal.org
District Service Rep:	Michael Page	205/220-5578	mpage@bcbsal.org

County:	Cullman	District Office:	Birmingham
Group IRS ID Number:	636001496		

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

4 Tier

Employee	$754.80
Employee/Spouse	$1,652.40
Employee + one or more children	$1,356.60
Family (Employee/spouse + children)	$2,254.20

Pharmacy Changes

FlexAccess

Add FlexAccess Program, effective 01/01/2025.

The administrative fee for the FlexAccess Program is 20% of the savings amount per eligible claim. Retail drugs listed on AlabamaBlue.com/FlexAccessDrugList are included in the Program ("Program-eligible drugs") and may change from time to time.

The cost share for Program-eligible drugs will vary based on available manufacturer assistance (such as manufacturer cost share assistance, manufacturer discount plans and/or manufacturer coupons). If assistance is available, member's out-of-pocket will be set by the drug manufacturer assistance program. Once assistance is exhausted, member's out-of-pocket will remain the same and Group will be responsible for any remaining approved drug cost. If member is deemed ineligible for assistance, claims will process at the standard benefit level. Eligible members who choose not to participate in the Program's enrollment process may be responsible for a cost share equal to the full amount of available manufacturer assistance for any Program-eligible drug.

Amounts paid out-of-pocket by member will apply towards deductible or out-of-pocket maximum. Any reimbursement or payment by a drug manufacturer assistance program under this Program may not apply towards the member's deductible or out-of-pocket maximum. (FXS)

Copay/Coinsurance Change

Retail Copay/Coinsurance changes are:

Tier 1 (Generic) = 100%, no deductible, subject to $15 copay
Tier 2 (Preferred Brand)= 100%, no deductible, subject to $50 copay
Tier 3 (Non-Preferred Brand) Co-pay = 30% (no change)
(Add) Tier 4 (Specialty Drugs)= 70% subject to deductible

Mail Order Copay/Coinsurance changes are:

Tier 1 (Generic)= 100%, no deductible, subject to $15 copay
Tier 2 (Preferred Brand)= 100%, no deductible, subject to $50 copay
Tier 3 (Non-Preferred Brand) Co-pay = 30% (no change)
(Add) Tier 4 (Specialty Drugs)= 70% subject to deductible

Tier 4 will have a 30 day supply, and all other Tiers will be 90 day supply.

Special Instructions

Effective 1/1/25:

Group will change from a Two Tier to a Four Tier funding level.

Consultant fee will be Pass-through billed to group.

Employer hereby directs and authorizes Claims Administrator to facilitate the billing and collection from Employer and subsequent payment of a consultant fee for $0.50 per script. This fee will be paid as a monthly payment for "Consulting Fees" to Ringmaster Rx LLC "Consultant" on behalf of Employer for the consulting services Consultant provided and provides to Employer. Claims Administrator agrees to facilitate the payment of the Consulting Fees subject to the following: (a) Employer may direct Claims Administrator to cease paying the Consulting Fees, and Claims Administrator shall have no liability with respect to any dispute between Employer and Consultant regarding the Consulting Fees, as applicable, if Employer paid such fees in accordance with the terms herein; (b) Employer agrees that the Consulting Fees are fair and reasonable, commensurate with other Consulting Fees in the industry and not in violation of any law or regulations; (c) Employer will not direct and Claims Administrator will not pay per prescription Consulting Fees on Medicare subsidy utilization, if any.

Prescription Drug Pricing Arrangement

The attached is a **traditional/spread pricing** arrangement. There is no separate billed prescription drug administrative fee. All terms, including the effective date, are detailed in the attached pricing summary.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature Authorized Representative	Michael Page Blue Cross and Blue Shield of Alabama Representative
Commission Chairman Title	District Service Rep Title
9/20/24 Date	09/23/2024 Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

29736	CPO, R00, R01, 000, 001, 002, 003, 004, 005, 006, 007, 008, 009, 00S, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031

BlueCross BlueShield of Alabama

CULLMAN COUNTY COMMISSION

Alabama Block B

Network: Broad Select (Prime Participating)
Effective Date: 01/01/2025

TRADITIONAL PRICING	
Effective Date Period	**Broad Select**
BRAND DISCOUNTS	
Retail Network	
01/01/2025 to 12/31/2025	21.05%
Extended Supply Network (ESN) - 90 Day Channel	
01/01/2025 to 12/31/2025	23.95%
Exclusive Mail	
01/01/2025 to 12/31/2025	24.65%
GENERIC DISCOUNTS	
Retail Network	
01/01/2025 to 12/31/2025	85.40%
Extended Supply Network (ESN) - 90 Day Channel	
01/01/2025 to 12/31/2025	88.30%
Exclusive Mail	
01/01/2025 to 12/31/2025	89.80%
BRAND DISPENSING FEES	
Retail Network	
01/01/2025 to 12/31/2025	$0.30
Extended Supply Network (ESN) - 90 Day Channel	
01/01/2025 to 12/31/2025	$0.00
Exclusive Mail	
01/01/2025 to 12/31/2025	$0.00
GENERIC DISPENSING FEES	
Retail Network	
01/01/2025 to 12/31/2025	$0.30
Extended Supply Network (ESN) - 90 Day Channel	
01/01/2025 to 12/31/2025	$0.00
Exclusive Mail	
01/01/2025 to 12/31/2025	$0.00
AGGREGATE SPECIALTY	
Discount	
01/01/2025 to 12/31/2025	23.00%
Specialty Pharmacy Dispensing Fee	
01/01/2025 to 12/31/2025	$0.00

Notes:

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon BCBS AL Network noted hereon.
- Guarantees are based upon an implemented BCBS AL Extended Supply Network (90-day retail). If not implemented, retail rates apply.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted (e.g. DMRs), coordination of benefits (COB), subrogation, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS AL specialty drug file) claims.
- For discount purposes, specialty is defined by the BCBS AL specialty drug file.
- Guarantees are based upon an exclusive specialty network arrangement.
- Aggregate Specialty discount guarantees do not include limited distribution drugs (LDDs) nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
- For discount and dispensing fees, a generic drug is defined as a drug with more than 3 generic manufacturers, and not in an exclusivity period.
- For discount and dispensing fees, a brand drug is defined as any drug not considered a generic drug.
- Unexpected generic launches and products launched at risk or under patent litigation are excluded from generic guarantees.
- Guarantees are based on Home Delivery Network as the exclusive mail provider network and reconciliation is inclusive of all claims dispensed at mail vendor.
- Guarantees are based on adoption and adherence to a BCBS AL formulary, including associated utilization management, recommended formulary strategies, and clinical programs.
- BCBS AL reserves the right to make an equitable modification to the pricing terms of the agreement for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with WAC decreases, biosimilar utilization or mix being materially different from underwriting assumptions, changes in drug indications, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug file, limited distribution list, or formulary changes. Any applicable biosimilar adjustment will be applied to any guarantee based payments during the contract year as a rebate credit for low WAC utilization, and/or to year end reconciliations for formularies with high and/or low WAC products.
- Assumes client does not have 340B pricing.
- Guarantees provided do not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g., testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- Proposed guarantees are only for lives with combined medical and pharmacy coverage through Blue Cross and Prime.
- Mail guarantees only include claims from a mail vendor with 84 days of supply or greater. Claims from 1 to 83 days of supply from a mail vendor are included in the retail guarantees.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment.
- Discount and dispensing fee guarantees do not reflect adjustments for CMS negotiated drug prices as outlined in the Inflation Reduction Act. In the event CMS drug price negotiations impact BCBS AL ability to meet guarantees, BCBS AL reserves the right to adjust the reconciliation of guarantees after CMS releases the negotiated prices for 2026 and beyond.
- Discount guarantees are measured based on the collective experience of clients with a similar arrangement, reconciled annually (regardless of plan year or renewal date), as long as the contract remains in effect. Actual client experience may vary based on utilization and drug mix. For groups with 200 contracts or more, discount guarantees are also measured based on the group's experience, reconciled for the twelve month experience period, beginning at renewal date, using the discounts hereon, and as long as the contract remains in effect. All guarantee reconciliations are applied in aggregate.

BlueCross BlueShield of Alabama

CULLMAN COUNTY COMMISSION

Rebates - SourceRx

SOURCE RX	
Effective Date Period	**SourceRx**
REBATES PER BRAND	
Retail Network	
01/01/2025 to 12/31/2025	$330.00
Extended Supply Network (ESN) - 90 Day Channel	
01/01/2025 to 12/31/2025	$855.00
Exclusive Mail	
01/01/2025 to 12/31/2025	$855.00
Specialty	
01/01/2025 to 12/31/2025	$3,900.00

Notes:

- For rebate purposes, Specialty is defined by the BCBS AL specialty drug file.
- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted (e.g. DMRs), coordination of benefits (COB), subrogation, invalid, vaccine, over-the-counter (OTC), biosimilar, limited distribution drug (LDD), and COVID test kits & oral medications claims are excluded from rebate guarantees.
- For rebate purposes, a generic drug is defined as a drug that (1) is accepted by the FDA as therapeutically equivalent or interchangeable with drugs having an identical amount of the same active ingredient, and/or (2) has multisource code field in Medi-Span of "Y", or a multisource code field in Medi-Span of "M", "N", or "O" with a Brand Name Code field of "G".
- Rebate guarantees assume WAC reduction for the following products due to AMP CAP: all versions of HUMALOG, HUMULIN, LANTUS, LEVEMIR, NOVOLIN, NOVOLOG, VICTOZA. BCBS AL reserves the right to adjust the reconciliation of guarantees for any other products with a WAC decrease.
- For rebate purposes, a brand drug is defined as any drug not considered to be a generic drug.
- Rebates are defined as a retrospective reimbursement of monetary amounts by a manufacturer's discount program with the PBM for pharmaceutical products of that manufacturer dispensed to a member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer admin fees.
- In the event of termination, Rebates may be subject to forfeiture, including those Rebates accrued through the date of termination but not yet paid to the group.
- Rebates are quoted on a fixed basis, net of administrative costs.
- Guarantees are based on adoption and adherence to a BCBS AL formulary, including associated utilization management, recommended formulary strategies, and clinical programs.
- BCBS AL reserves the right to make an equitable modification to the pricing terms of the agreement for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with WAC decreases, biosimilar utilization or mix being materially different from underwriting assumptions, changes in drug indications, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug file, limited distribution list, or formulary changes. Any applicable biosimilar adjustment will be applied to any guarantee based payments during the contract year as a rebate credit for low WAC utilization, and/or to year end reconciliations for formularies with high and/or low WAC products.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g., testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- Proposed guarantees are only for lives with combined medical and pharmacy coverage through Blue Cross and Prime.
- Mail guarantees only include claims from a mail vendor with 84 days of supply or greater. Claims from 1 to 83 days of supply from a mail vendor are included in the retail guarantees.
- Rebate guarantees do not reflect adjustments for CMS negotiated drug prices as outlined in the Inflation Reduction Act. In the event CMS drug price negotiations impact BCBS AL ability to meet rebate guarantees, BCBS AL reserves the right to apply a rebate credit to rebate guarantee reconciliation.
- Rebate guarantees assume the ability to invoice and collect rebates on all pharmacy claims. In the event that any claims are deemed ineligible for rebates, including but not limited to 340B or in-house pharmacy claims, BCBS AL reserves the right to make equitable adjustments to the pricing terms of the agreement.
- Rebate guarantees are also measured based on the group's experience, reconciled for the twelve month experience period, beginning at renewal date, using the rebate guarantees hereon, and as long as the contract remains in effect. All guarantee reconciliations are applied in aggregate.

Cullman County Employee Handbook, Approved February 23, 2016

Changes Effective October 1, 2024:

- Change **Introduction** section. Add the following to paragraph 3: "**Due to the state constitutional nature of the Sheriff's Office some sections of this Handbook do not pertain to employees of the Cullman County Sheriff's Office (SO). All SO employees serve at the pleasure of the Sheriff, who exercises sole discretion with respect to all employment matters, and are subject to internal SO policies and procedures.**"

- Change section **I-F. Workplace Rules of Conduct.** Change #5 (Sleeping or giving the appearance of sleeping while on County property or during the time in which the employee is supposed to be working) to #6 and move to paragraph 2. Change #6 (Failure to prepare and submit required reports and/or records in a timely manner) to #5. Change #26 (Multiple or repeated violations of workplace rules of conduct) to #29. Add to paragraph 2: "#26. Using (or attempting to use) position as a County employee for personal gain and/or violation of Alabama Ethics Law; #27. Violation of Fleet Safety Policy; #28. Violation of Data and Cybersecurity Policy, Social Media Policy or Data Breach Notification Policy". #29. Engaging in any activity that reflects or may reflect negatively on the County, its employees, or its services. #30. Failure to obtain and maintain all licenses and/or certifications required for performance of job duties.

- Change section **I-I. Americans with Disabilities Act (ADA). (Add Pregnant Workers Fairness Act (PWFA) to this Section).** Add the following: "The Cullman County Commission will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness act (PWFA). The employee must notify the supervisor if an accommodation is required. If the need for a particular accommodation is not obvious, the employee may be asked to include relevant information such as: The reason an accommodation is needed; A description of the proposed accommodation; How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions. Cullman County Commission will not require the employee to accept any accommodation without engaging in the interactive process to accurately understand the limitations and explore potential accommodations. Cullman County Commission is not required to make the specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Cullman County Commission. If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law."

- Change section **I-T. Promotions.** Replace the third sentence in paragraph five with the following: "If the employee's performance during the probationary period does not meet acceptable standards, he or she may be reassigned back to the position they held prior to the promotion (if that position is available) or he or she may be assigned to a position comparable to the job he or she held prior to the promotion, if one is available, otherwise the employee will be terminated. Any reassignment will result in a pay change to be determined on an individual case by case basis. See Section I-U. Transfers and Reassignments for more information."

- Change section **I-U. Transfers and Reassignments (Add Reclassifications to this Section).** Delete sentence four (last sentence) in paragraph three. Replace with the Following: "Pay changes as the result of a transfer, reassignment or reclassification will be determined on an individual case by case basis considering the employee's skill set, current rate of pay, the rate of pay of employees currently serving in the position that the employee is transferring to (who have a similar skill set, length of service, etc.) and other factors."

- Change section **I-V. Voluntary Demotions.** Delete sentence four (last sentence) in paragraph one. Replace with the following: "All voluntary demotions will result in a pay change to be determined on an individual case by case

basis considering the employee's skill set, current rate of pay, the rate of pay of employees currently serving in the position that the employee is transferring to (who have a similar skill set, length of service, etc.) and other factors."

- Change section **I-FF. Employee Assistance Program Policy**. Add the following to Referrals 1. Self-Referral: "Employees are encouraged to seek assistance through the EAP for any issues regarding substance abuse. Asking for assistance after a positive drug and/or alcohol test will not negate any disciplinary actions against the employee (up to and including immediate termination of employment)."

- Change section **II.N. Breaks.** Add the following: "In compliance with the federal Pump for Nursing Mothers Act (PUMP), the Cullman County Commission will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth. If you are nursing, you will be provided with a space, other than a restroom), that is shielded from view and free from intrusion from coworkers and the public. Expressed milk can be stored in refrigerators provided in the lactation room. You may also bring a personal cooler for storage. Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt (paid hourly), you may be required to clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. You must make reasonable efforts to not disrupt you department's operations. You are encouraged to discuss the length and frequency of these breaks with your supervisor or manager. The Cullman County Commission will not discriminate or retaliate against employees who express milk in the workplace in accordance with the federal PUMP Act."

- Change section **III-D. Involuntary Demotions.** Delete sentence two (last sentence) in Item #1. Replace with the following: "Depending on the individual circumstances of the involuntary demotion, no progressive discipline will be followed prior to the demotion. Pay changes as the result of an involuntary demotion for cause will be determined on an individual case by case basis considering the employee's skill set, current rate of pay, the rate of pay of employees currently serving in the position that the employee is transferring to (who have a similar skill set, length of service, etc.) and other factors." Add the following to Item #2: "Pay changes as the result of an involuntary demotion due to a reduction in force will be determined on an individual case by case basis considering the employee's skill set, current rate of pay, the rate of pay of employees currently serving in the position that the employee is transferring to (who have a similar skill set, length of service, etc.) and other factors."

- Change section **III-E. Terminations.** Change #1.h (Any other infraction when termination is determined to be in the best interest of the County) to #1.l. Add the following: "1.h-Using (or attempting to use) position as a County employee for personal gain and/or violation of Alabama Ethics Law; 1.i-Abuse of Power. Instructing a subordinate to do something in violation of County Policy; 1.j-Violation of Fleet Safety Policy; 1.k-Violation of Data and Cybersecurity Policy, Social Media Policy or Data Breach Notification Policy." Delete #2.g and #2.h.

- Change section **IV-J. Administrative Leave with Pay.** Add the following; "Any investigation that goes beyond ten (10) days that may require an extension of administrative leave with pay will be considered on a case by case basis and must be approved/acknowledged by the County Commission."

- Change section **V-0. Benefits Due at Retirement.** Add "Tier II employees receiving Tier 1 benefits" to sentence 1 in paragraph 1. Remove sentence 2 in paragraph 1. Add "Tier II employees receiving Tier 1 benefits" to sentence 1 in paragraph 2. Remove paragraph 3.

- Change section **VI-A. Ethical Conduct.** Add the following to paragraph one; "Violations of the Alabama Ethics Law will result in disciplinary action, up to and including termination of employment."

- Change section **VII-E. Workers Compensation Payments.** Delete sentence three (last sentence) in paragraph two. Replace with the following: "The current limits (effective 7/1/2024) are a minimum of $311 per week and a maximum of $1130 per week."

- Change section **VII-N. Alcohol and Drugs – Drug Free Workplace Policy.** Add the following to #23. Employee Assessment; "Any employee 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 will be subject to the county disciplinary policies up to and including immediate termination of employment." Add the following to #24. Employee Assistance Program (EAP); "Employees are encouraged to seek assistance through the EAP for any issues regarding substance abuse. Asking for assistance after a positive drug and/or alcohol test will not negate any disciplinary actions against the employee (up to and including immediate termination of employment)."

- Change section **VII-O. Fleet Safety Policy.** Replace Driver Eligibility section with the following:
  Driver Eligibility
  - County vehicles are to be driven by authorized employees only, except in emergencies, or in case of repair testing by an outside mechanic. Spouses and other family members are not authorized to drive the County vehicle.
  - Authorized employees are defined as all county employees whose driving record is in compliance with the County Vehicle Fleet Safety Policy and have consented to an annual MVR check.
  - Any employee who has a driver's license revoked or suspended shall immediately notify his or her Supervisor and the Safety Department, and **discontinue operation of the county vehicle**. Failure to do so may result in disciplinary action, including dismissal.
  - All vehicular accidents, regardless of severity, must be reported to the police and to your Supervisor and the Safety Department. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including dismissal. This includes accidents involving your personal vehicle in order to determine continued driver eligibility.
  - Drivers must immediately report all summons (tickets/citations) received for any Type A or Type B moving violations (as defined below) during the operation of a county or non-county vehicle to your Supervisor and the Safety Department.
  - All CDL drivers must comply with all applicable DOT regulations, including successful completion of medical, drug and alcohol evaluations.
  - Motor Vehicle Records (MVR) will be ordered annually and/or when prompted by self-report of citation, accident, etc. to assess all authorized employees' driving records. These records will be reviewed for compliance with the requirements of this policy. An unfavorable record and/or record violating the requirements of this policy, will result in loss of the privilege of driving a County vehicle.
  - Any county employee refusing to consent to an MVR will automatically be excluded from driving a county vehicle. Proper documentation will be required acknowledging this restriction (to be signed by the employee, the Supervisor and the Safety Department).

  Add extenuating circumstances to three (3) or more accidents in the last three (3) years for non-moving (parked vehicle) accidents. Add Exemption for Law Enforcement/Sheriff's Office.

Contract Amendment
By and Between
Cullman County Commission
And
Cullman County Partnership for Children, Inc.

Article VI-Appropriation (Sub-section 6.1)

Appropriate. County will appropriate Partnership based on a twelve month, annualized price of One Hundred Thirty Thousand ($130,000.00) and NO/100 Dollars during the term of this Agreement, payable in monthly installments. Partnership will bill County approximately thirty (30) days prior to the month in which services are to be rendered. County agrees to pay Partnership prior to the tenth (10) day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Partnership will be prorated accordingly for the shortened month.

Article X-Miscellaneous (Subsection 10.1)

Notices

Cullman County Partnership for Children, Inc.
c/o Judge J. Chad Floyd
500 Second Ave, S.W.
Cullman, Alabama 35055

If to the County, notices shall be given to:

copy to:
Brad Wilson County Attorney
Cullman County Commission
500 Second Avenue, S.W., Room 110
Cullman, Alabama 35055

Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties original Contract remain in full force and effect.

COUNTY:

Witness:

Tiffany Merriman

CULLMAN COUNTY COMMISSION

BY: Jeff "Clem" Clemons

ITS: Chairman

Witness:

Stacy Osborn

PARTNERSHIP:

CULLMAN COUNTY PARTNERSHIP FOR CHILDREN, INC.

BY: J. Chad Floyd, District Judge

ITS: Chairman

PLUS ONE HEATING AND AIR

Plus One Heating and Air
234 Oxmoor Circle
STE 209
Birmingham, AL 35209
(205) 377-6102

Invoice 29956415
Invoice Date 7/29/2024
Completed Date 7/29/2024
Customer PO 243850
Payment Term Due Upon Receipt
Due Date 7/29/2024

Billing Address
Cullman County (Shane Bailey)
402 Arnold Street Northeast
Cullman, AL 35055 USA

Job Address
Cullman County BOE #203 (Shane Bailey)
402 Arnold Street Northeast
Cullman, AL 35055 USA

Description of Work

Estimate includes replacement of existing system. New system includes complete installation of new system and covering crane fees. Refrigerant line replacement is not included in the estimate.

Upon approval we can install equipment July 26th, 2024. All equipment is ready for pick up through our distributor.

PO #243850

Arrived on call to install air handler and condenser:

Air Handler:
Took out old air handler and old return box. Set new drain pan, new return box, had to cut holes on each side of box to put two stamp face grilles. Then we sat air handler on top, sealed all around top so no air leaks would happen. Then I made a p trap for the suction and liquid lines. After brazing both ends, I then wired low and high voltage and added two safety switches for drain and drain pan. Ran the drain with a p trap and clean out. Installed new drain pump and verified its operation. After verifying that it was draining, I installed arms flex on the required parts. Delta T was 16.5.

Condenser:
Replaced whip and installed new disconnect for 3 phase system. Brazed lines, wired low and high voltages. Installed armaflex. When starting up equipment we had to get system to a 10 degree sub cool. So we added half a pound of refrigerant.

Note: We will come back Monday and replace blower assembly due to the blower housing being warped. When running system, the entire air handler was shaking noticeably. You could hear it and feel it when standing in front. Could not get the heat strips to kick on so we will come back and check all operations after blower wheel replacement.

Returned to replace blower wheel assembly 07/29/24:

INSPECTION/INSTALLATION OF BLOWER: Upon arrival I inspected new blower wheel to make sure it wasn't warped and after verifying it I went ahead and replaced the old assembly. After I turned it on there was no shaking or vibration with the new blower assembly. Uploaded video to prove that at the time of installation it is NOT shaking or vibrating as it initially was with old blower assembly.

AIRFLOW CHECK: I set the speed tap to Medium high after confirming it had a .3 static pressure. After reviewing the airflow chart I saw that Medium High was the best option for it producing 1675 cfms or 415 cfms per ton. After putting my probes I saw it was at 45,000 BTU's. Which is around 4 tons.

CHECKED CHARGE: Then I verified the sub cool and saw it was at 9 degrees and after verifying the chart on the condenser, I saw it was right. Delta T was 17.5, I uploaded a summary of all of this with field piece app.

HEAT ON HEAT PUMP MODE/ELECTRIC HEAT: Cycled heat on heat pump mode and verified that it was functioning, blowing out close to 90 degree air. Then when checking the heat strips, I couldn't get it to turn ON so after troubleshooting the problem I found that the thermostat wire ran to the condenser was spliced and the wire that I was using for W Out was NOT spliced/wired. After connecting that wire, I cycled the heat strips and they turned on to which I amp clamped to prove its functionality.
System was left running on COOL.

Task #	Description	Quantity	Your Price	Your Total
Standard INSTALL-HP	• Install new Heat Pump split system • New digital thermostat • New float switch • New plastic pad where applicable • New disconnect and whip • Use existing plenums	1.00	$1,980.00	$1,980.00

- Use existing stand (if applicable)
- Tie in system on existing line set
- Flush system
- Vacuum pump and charge system
- Startup and test system

1 Year Manufacturer Warranty
1 Year Labor Warranty

York Commercial	York Heat Pump Condenser 208/230 3Ph 60Hz 4 Ton	1.00	$5,579.00	$5,579.00
York THE48B31SB S/N: W2A4048568				
York JHETC 5-Speed Air Ha~48	High-efficiency, Multi-speed, One-piece Air Handler Standard ECM five-speed fan motor operates quietly and saves energy. Advanced MaxAlloy™ coil is optimized for effective airflow. 10-year parts limited warranties ensure years of dependability with industry-leading quality (must be registered within 90 days)	1.00	$3,130.00	$3,130.00
York JHETC48GBS2N1 S/N: W2E4385280				
York AH Heat Kit ~10KW NB	Heat Kit for AirHandler Electric - 10KW - 240V - No Breaker	1.00	$611.00	$611.00

York S1-8HK06501025 S/N: X2A4003156

Sub-Total	$11,300.00
Tax	$0.00
Total Due	$11,300.00
Balance Due	$11,300.00

Thank you for choosing Plus One Heating and Air

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

7/26/2024
I find and agree that all work performed by Plus One Heating and Air has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

7/26/2024

Southern Health Partners

August 5, 2024

Sheriff Matt Gentry
Cullman County Sheriff's Office
1910 Beech Avenue SE
Cullman, AL 35055

Re: Health Services Agreement

Dear Sheriff Gentry:

As the anniversary of our Health Services Agreement approaches, we, at SHP, would like to extend a sincere thank you for your business and continued support. We believe communication is very important to the health of a partnership, and we encourage you to reach out at any time with questions or concerns related to the services we provide.

This letter serves to formally outline annual pricing for the October 2024-2025 contract period. We will need an adjustment of 4% for the new period. Our costs of providing medical services unfortunately continue to increase upward each year (ex: employee benefits, professional liability insurance, other lines of coverage, etc.), especially in the area of staffing in recruiting and retaining well-qualified, reliable health care staff. Staffing, of course, represents a significant portion of our operating budget but is only a single component. As with most things since the pandemic, costs have drastically increased on all line items, many of which we have very little control over our cost increases. The professional liability insurance is another single example of an expenditure we have very little control over our cost increases, which continue to soar. We want to continue providing the very best care and services.

The new rates, including a 4% increase on the base fee and per diem rate, are as follows:

Contract Period: October 1, 2024, through September 30, 2025	
New base annualized fee for 2024-2025 period:	$800,486.64 ($66,707.22 per month)
Per diem rate greater than 345 inmates:	$1.48
Annual pharmacy pool limit:	$55,000.00

Again, please feel free to call me with any questions or needs. I can be reached directly in our NC/SC Regional Office at 803-802-1492. I will ask that you keep this letter on file with your contract and return a signed copy to me for SHP's file at your earliest convenience. A scan to email will be fine (email carmen.hamilton@southernhealthpartners.com). Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

We look forward to continuing services for you in the new contract year.

Sincerely,

C. Hamilton

Carmen Hamilton
Contracts Manager

/cph

cc: Mr. John Bullard

CULLMAN COUNTY, AL
BY:

2030 Hamilton Place Boulevard, Suite 140
Chattanooga, TN 37421
423.553.5635 (phone) 423.553.5645 (fax)

STATE OF ALABAMA	)	**AMENDMENT NO. 1 TO CONTRACTUAL OBLIGATION FOR REPAIRING, MAINTAINING, AND KEEPING CLEAN LION'S PARK BOAT RAMP – CULLMAN COUNTY,**
CULLMAN COUNTY	)	**STATE OF ALABAMA**

WHEREAS, the State of Alabama, Department of Conservation and Natural Resources, Wildlife & Freshwater Fisheries Division ("CONSERVATION") maintains a program for the development of public boat landing facilities throughout the State of Alabama to provide access to Alabama's waterways for hunters, anglers, and recreational boaters; and

WHEREAS, on September 1, 2017, CONSERVATION and the CULLMAN COUNTY COMMISSION ("COUNTY") made and entered into a *Contractual Obligation for Repairing, Maintaining, and Keeping Clean Boat Launching Site* Lease, Construction, and Maintenance Agreement, **to expire on January 31, 2028**, for Lion's Club Public Boat Ramp for the benefit of the citizens of Cullman County and the State of Alabama;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that CONVERSATION and the COUNTY hereby agree to revise and/or add the following language:

1. **Paragraph 3 shall be deleted and revised as follows:**

   3. This agreement, as amended, shall be for a term of twenty (20) years commencing upon its Effective Date, and expiring on July 1, 2044, with an option for CONSERVATION to renew for an additional twenty (20) years.

2. **Paragraphs 5 shall be added, stating as follows**:

5.1 It is specifically understood by and between the Parties hereto that the COUNTY shall be responsible for security and for all routine and preventative maintenance of the premises. The premises includes the property and any improvements thereon which shall include any roads, grounds, parking lots, boat ramp, access piers, and sidewalks contained thereon. Routine and preventative maintenance shall include keeping premises maintained in accordance with Federal, State, and local health and safety standards and kept clean and in good repair to prevent undue deterioration and to provide for safe and clean public use. More specifically routine maintenance shall include, but is not necessarily limited to: minor repairs to the boat ramp, picking up and disposing of trash and debris; mowing grounds; properly disposing of sewage; and repairing/grading roads and parking lots.

5.2 In the event COUNTY fails to so repair, maintain, and keep the premises in clean and safe condition and in compliance with all applicable federal, state, and local regulations, CONSERVATION may, at its option, after due notice in writing, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost of such repairs and maintenance.

5.3 It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance of the premises, subject to the availability of funds.

5.4 CONSERVATION will reimburse COUNTY for non-routine repairs and/or non-routine maintenance for an amount up to $50,000 a year, subject to the availability of funds, and only after ADCNR approves of the scope of work prior to initiation of repair.

5.5 The employees and/or agents of CONSERVATION may from time to time inspect the premises for proper routine and preventative maintenance. In the event the premises are determined to be poorly maintained or in unsanitary condition, CONSERVATION will notify COUNTY of such, specifying the conditions to be corrected. CONSERVATION may specify a time by which such conditions must be corrected, and COUNTY shall comply therewith.

5.6 It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance to the premises which results in non-compliance with the Americans

with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.

This instrument shall supplement the agreement between COUNTY and CONSERVATION dated January 14, 2008. All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

STATE OF ALABAMA
Department of Conservation and Natural Resources

Christopher M. Blankenship,
Commissioner

COUNTY OF CULLMAN, ALABAMA

By: _____
Its: Chairman

ATTEST:

By: _____
Clerk, COUNTY of CULLMAN, AL

APPROVED:

Kay Ivey, Governor

Date

ATTEST:

Wes Allen, Secretary of State

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 20___.

_____
Notary Public

STATE OF ALABAMA)

CULLMAN COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jeff "Clem" Clemons whose name as Chairman of the COUNTY OF CULLMAN is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 17th day of September, 2024.

with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.

This instrument shall supplement the agreement between COUNTY and CONSERVATION dated January 14, 2008. All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

STATE OF ALABAMA
Department of Conservation and Natural Resources

Christopher M. Blankenship,
Commissioner

Reviewed By Accounting
DCNR Accounting Director

COUNTY OF CULLMAN, ALABAMA

By: _____
Its: Chairman

ATTEST:

By: _____
Clerk, COUNTY of CULLMAN, AL

APPROVED:

Kay Ivey, Governor

1/6/25
Date

ATTEST:

Wes Allen, Secretary of State

APPROVED LEGAL

STATE OF ALABAMA)

MONTGOMERY COUNTY)

Edward F. Poole for

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify ~~that~~ Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 20 day of December, 2024.

Betsy Fuller Jones
Notary Public

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/9/27

STATE OF ALABAMA)

CULLMAN COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jeff "Clem" Clemons whose name as Chairman of the COUNTY OF CULLMAN is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 17th day of September, 2024.



Miranda Hood
Notary Public
Commission expires: 6.6.27

STATE OF ALABAMA	)	**AMENDMENT NO. 1 TO LEASE, CONSTRUCTION, AND MAINTENANCE AGREEMENT - SMITH LAKE PUBLIC BOAT RAMP – CULLMAN COUNTY, STATE OF ALABAMA**
CULLMAN COUNTY	)	

WHEREAS, the State of Alabama, Department of Conservation and Natural Resources, Wildlife & Freshwater Fisheries Division ("CONSERVATION") maintains a program for the development of public boat landing facilities throughout the State of Alabama to provide access to Alabama's waterways for hunters, anglers, and recreational boaters; and

WHEREAS, on September 1, 2017, CONSERVATION and the CULLMAN COUNTY COMMISSION ("COUNTY") made and entered into a Lease, Construction, and Maintenance Agreement, **to expire on August 31, 2042**, for the use, renovation, and maintenance of the Smith Lake Public Boat Ramp for the benefit of the citizens of Cullman County and the State of Alabama;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that CONVERSATION and the COUNTY hereby agree as follows:

1. **Paragraph 2 will be deleted and substituted as follows:**

   2. The term of this lease shall be for thirty (30) years, commencing on September 1, 2017, and expiring at midnight on August 31, 2047, with an option by CONSERVATION to renew this lease for an additional twenty-five (25) year term.

2. **Paragraphs 4 through 8** under **CONSTRUCTION PROJECT** of said original Lease, Construction, and Maintenance Agreement is hereby deleted and replaced with the following:

   5.1 It is specifically understood by and between the Parties hereto that the COUNTY shall be responsible for security and for all routine and preventative maintenance of the premises. The premises includes the property and any improvements thereon

which shall include any roads, grounds, parking lots, boat ramp, access piers, and sidewalks contained thereon. Routine and preventative maintenance shall include keeping premises maintained in accordance with Federal, State, and local health and safety standards and kept clean and in good repair to prevent undue deterioration and to provide for safe and clean public use. More specifically routine maintenance shall include, but is not necessarily limited to: minor repairs to the boat ramp, picking up and disposing of trash and debris; mowing grounds; properly disposing of sewage; and repairing/grading roads and parking lots.

5.2 In the event COUNTY fails to so repair, maintain, and keep the premises in clean and safe condition and in compliance with all applicable federal, state, and local regulations, CONSERVATION may, at its option, after due notice in writing, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost of such repairs and maintenance.

5.3 CONSERVATION will reimburse COUNTY for non-routine repairs and/or non-routine maintenance for an amount up to $50,000 a year, subject to the availability of funds, and only after ADCNR approves of the scope of work prior to initiation of repair.

5.4 It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance of the premises.

5.5 The employees and/or agents of CONSERVATION may from time to time inspect the premises for proper routine and preventative maintenance. In the event the premises are determined to be poorly maintained or in unsanitary condition, CONSERVATION will notify COUNTY of such, specifying the conditions to be corrected. CONSERVATION may specify a time by which such conditions must be corrected, and COUNTY shall comply therewith.

5.6 It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance to the premises which results in non-compliance with the Americans with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.

3. **Paragraph 32** shall be deleted and replaced with following:

32. During the contract term, including any renewals or extensions, COUNTY will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312. In compliance with Ala. Act No. 2023-409, by signing this Agreement, the COMMISSION provides written verification that the COMMISSION, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

This instrument shall supplement and/or replace the referenced terms of the agreement between COUNTY and CONSERVATION dated January 26, 2023. All other terms and conditions of the original Lease, Construction, and Maintenance Agreement of January 26, 2023, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

STATE OF ALABAMA
Department of Conservation and Natural Resources

Christopher M. Blankenship,
Commissioner

COUNTY OF CULLMAN, ALABAMA

By:

Its: Chairman

ATTEST:

By:
Clerk, COUNTY of CULLMAN, AL

Reviewed By Accounting

Director

APPROVED LEGAL

APPROVED:

Kay Ivey

Kay Ivey, Governor

1/6/25

Date

ATTEST:

Wes Allen

Wes Allen, Secretary of State

STATE OF ALABAMA)

MONTGOMERY COUNTY)

Edward F. Poole for

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 20 day of December, 2024

Betsy Fuller Jones

Notary Public

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/19/27

STATE OF ALABAMA)

CULLMAN COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jeff "Clem" Clemons whose name as Chairman of the COUNTY OF CULLMAN is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 17th day of September, 2024.

3. **Paragraph 32** shall be deleted and replaced with following:

   32. During the contract term, including any renewals or extensions, COUNTY will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312. In compliance with Ala. Act No. 2023-409, by signing this Agreement, the COMMISSION provides written verification that the COMMISSION, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

This instrument shall supplement and/or replace the referenced terms of the agreement between COUNTY and CONSERVATION dated January 26, 2023. All other terms and conditions of the original Lease, Construction, and Maintenance Agreement of January 26, 2023, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

STATE OF ALABAMA
Department of Conservation and Natural Resources

Christopher M. Blankenship,
Commissioner

COUNTY OF CULLMAN, ALABAMA

By: _____

Its: Chairman

ATTEST:

By: _____
Clerk, COUNTY of CULLMAN, AL

APPROVED:

Kay Ivey, Governor

Date

ATTEST:

Wes Allen, Secretary of State

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the Christopher M. Blankenship, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 20___.

Notary Public

STATE OF ALABAMA)

CULLMAN COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jeff "Clem" Clemons whose name as Chairman of the COUNTY OF CULLMAN is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 17th day of September, 2024.

Miranda Hood
Notary Public
Commission expires: 6·6·27



Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 7/23/2024

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: 1KB1A1K295E152493 Tag # _____

Description: 2005 Monaco Coach travel trailer

Reason for disposal: Uneconomical to repair

Department: Parks

Department Head Signature: Kenneth Cornelious

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 8-16-24

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction X Scrap _____ Sealed Bid _____

Other: _____

Asset #: W34XC521300114 Property Decal #: none

Serial # or VIN: SN-180153 Tag # none

Description: 1998 4-door Humvee runs fine; some cosmetic wear mileage - 16663

Reason for disposal: Replace with a newer one

Department: OHV

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

The undersigned accepts the donation/transfer of High Mobility Multipurpose Wheeled Vehicle(s) (HMMWVs) "**As Is**" with no warranty of any kind including implied warranties, such as fitness for any purpose. The HMMWV is used at your entity's own risk. Extra operator competence and caution should be exercised in the operation and use of this vehicle outside the design specifications because the vehicle does not comply with the Federal Motor Vehicle Safety Standards (FMVSS) and is designed for use under conditions unique to the Department of Defense (DoD). In accepting the transfer/donation, the undersigned acknowledges that there may be hazards associated with the use of the vehicle and acknowledges full responsibility for its use. The undersigned warrants that it will provide appropriate operator training and shall indemnify and hold the United Sates harmless against all suits, actions, demands, or claims involving the operation of HMMWVs in its custody. The undersigned also agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance, as applicable, to cover such claims. If the HMMWVs retain their military configuration, at the end of life the HMMWV can only be released to the public with a requirement for "off road use only". Otherwise the HMMWVs must be mutilated or disassembled.

This requirement for "off road use"/mutilation or destruction does not apply if the donee has written documentation that the HMMWV has been retrofitted to meet FMVSS.

Approved Donee Signature

4-4-22

Date

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 8/16/24

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction X Scrap _____ Sealed Bid _____

Other: _____

Asset #: W13N9220390018 Property Decal #: None

Serial # or VIN: 045897 Tag # None

Description: 1988 Humvee, 4-door Very nice + runs great mileage - 6,932

Reason for disposal: We replaced it with a newer model

Department: OHV

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

The undersigned accepts the donation/transfer of High Mobility Multipurpose Wheeled Vehicle(s) (HMMWVs) "**As Is**" with no warranty of any kind including implied warranties, such as fitness for any purpose. The HMMWV is used at your entity's own risk. Extra operator competence and caution should be exercised in the operation and use of this vehicle outside the design specifications because the vehicle does not comply with the Federal Motor Vehicle Safety Standards (FMVSS) and is designed for use under conditions unique to the Department of Defense (DoD). In accepting the transfer/donation, the undersigned acknowledges that there may be hazards associated with the use of the vehicle and acknowledges full responsibility for its use. The undersigned warrants that it will provide appropriate operator training and shall indemnify and hold the United Sates harmless against all suits, actions, demands, or claims involving the operation of HMMWVs in its custody. The undersigned also agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance, as applicable, to cover such claims. If the HMMWVs retain their military configuration, at the end of life the HMMWV can only be released to the public with a requirement for "off road use only". Otherwise the HMMWVs must be mutilated or disassembled.

This requirement for "off road use"/mutilation or destruction does not apply if the donee has written documentation that the HMMWV has been retrofitted to meet FMVSS.

Approved Donee Signature

4-4-22

Date

Cullman County Commission

Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 8/16/24

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: W25KYG204200'0 Property Decal #: none

Serial # or VIN: 151652 Tag # none

Description: 1994 2-seater Humvee Runs great; very Nice mileage - 6,484

Reason for disposal: We replaced it with a newer model

Department: OHV

Department Head Signature: Kenneth Cauley

Transferred to: _____

Department Head Signature: _____

For Office Use Verified _____ Date _____

The undersigned accepts the donation/transfer of High Mobility Multipurpose Wheeled Vehicle(s) (HMMWVs) "**As Is**" with no warranty of any kind including implied warranties, such as fitness for any purpose. The HMMWV is used at your entity's own risk. Extra operator competence and caution should be exercised in the operation and use of this vehicle outside the design specifications because the vehicle does not comply with the Federal Motor Vehicle Safety Standards (FMVSS) and is designed for use under conditions unique to the Department of Defense (DoD). In accepting the transfer/donation, the undersigned acknowledges that there may be hazards associated with the use of the vehicle and acknowledges full responsibility for its use. The undersigned warrants that it will provide appropriate operator training and shall indemnify and hold the United Sates harmless against all suits, actions, demands, or claims involving the operation of HMMWVs in its custody. The undersigned also agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance, as applicable, to cover such claims. If the HMMWVs retain their military configuration, at the end of life the HMMWV can only be released to the public with a requirement for "off road use only". Otherwise the HMMWVs must be mutilated or disassembled.

This requirement for "off road use"/mutilation or destruction does not apply if the donee has written documentation that the HMMWV has been retrofitted to meet FMVSS.

Approved Donee Signature

6-4-22

Date

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: September 16 2024

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

Declare Surplus: XXX Transfer to other County Entity: _____

Type of Disposal: Auction XXX Scrap _____ Sealed Bid _____

Other: GOVDEALS

Asset #: _____ Property Decal #: _____

Serial # or VIN: 1GT49NEY4NF317187 Tag # 7587BJ6

Description: 2022 GMC SIERRA 2500HD

Reason for disposal: NO LONGER NEEDED FOR LAW ENFORCEMENT USE

Department: SHERIFF

Department Head Signature: M. Hogan, Major

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: September 16 2024

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

Declare Surplus: XXX Transfer to other County Entity: _____

Type of Disposal: Auction XXX Scrap _____ Sealed Bid _____

Other: GOVDEALS

Asset #: _____ Property Decal #: _____

Serial # or VIN: 1GT49NEY1NF317289 Tag # 6210BJ5

Description: 2022 GMC SIERRA 2500HD

Reason for disposal: NO LONGER NEEDED FOR LAW ENFORCEMENT USE

Department: SHERIFF

Department Head Signature: N. Hogue, Major

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

PHILIP WIDNER, P.E.
County Engineer
pwidner@co.cullman.al.us

Cullman County COMMISSION

JON BRUNNER, P.E.
Assistant Engineer
jbrunner@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North ~ Cullman AL 350583
Phone: 256-796-1336 Fax: 256-796-7039

August 28, 2024

Proposed considerations for upcoming Commission meeting on September 17, 2024.

- Proposed Bond Release for Stillhouse Point Subdivision. This bond was approved in October 2016. The subdivision is located in Commission District 4 on county road 2102 and county Road 2103 in the Cold Springs area. All construction has been completed and has passed final inspection. (These are not County maintained roads.)

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Cullman County Engineering Department

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

August 21, 2024

Proposed considerations for upcoming Commission meeting on September 17, 2024.

- Consider bond extension for Kingfisher Subdivision Phase 1C, located in Commission District 1 on the corner of Hwy 278 and County Road 1616.

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County Engineer
pwidner@co.cullman.al.us

Cullman County COMMISSION

JON BRUNNER, P.E.
Assistant Engineer
jbrunner@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058
Phone: 256-796-1336 Pax: 256-796-7039

August 20, 2024

Proposed considerations for upcoming Commission meeting on September 17, 2024.

- Proposed plat Resubdivide Willow Grove Subdivision. A major subdivision containing 3 Lots in Commission District 3. The subdivision is located on County Road 7201, a half mile south of Hwy 278 off County Road 728 in the Berlin community.

Bid No. 1469

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, September 11, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the acquisition of one New or Used Current Model Transit Cargo Van. 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.

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.

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

*******BIDDER MUST BE able TO MAKE DELIVERY OF VEHICLE WITHIN 60-90 DAYS OF BID AWARD.************

Bid Price: $ 48,864.50

Long-Lewis Ford of Cullman
Company

5255 AL Hwy 157
Mailing Address

Cullman AL 35058

256-734-3361 FAX 256-736-1049
Phone/Fax

Karen Dawson
Representative

BID SPECIFICATIONS

For the acquisition of One New or Used Current Model, Transit Cargo Van furnished with the following:

***Less than 1,000 miles**

***Minimum 148" Wheel Base**

*** Engine: I4 or Equivalent** * 3.5 V6 GAS

***9-Speed Automatic Transmission** * 10 SPEED TRANSMISSION

***Diesel** * GAS

***Rear Wheel Drive**

***92 AMP-HR 850CCA Maintenance- Free Battery or Equivalent**

***Steel Wheels**

***4 Wheel Disc Brakes with ABS**

***Color: White**

***A/C and Heater**

***AM/FM RADIO**

***Blue tooth, hands free calling**

***Blind Spot Assist**

***Exterior Parking Camera Rear**

***Cruise Control**

***Power Windows, Mirrors**

***Remote Keyless Entry**

***Emergency Communication System**

***Tilt Steering Wheel**

***Fade-To-Off Interior Lighting**

Preview Order 8888 - E1Y 150 Low Roof Cargo RWD: Order Summary Time of Preview: 09/09/2024 11:59:28 Receipt: NA

Dealership Name: Long-Lewis Ford of Cullman **Sales Code :** F21418

Dealer Rep.	Karen Dawson	**Type**	Stock	**Vehicle Line**	Transit	**Order Code**	8888
Customer Name		**Priority Code**	80	**Model Year**	2024	**Price Level**	445

DESCRIPTION	MSRP	DESCRIPTION	MSRP
E1Y0 T150 LR CARGO RWD	$48510	JOB #2 ORDER	$0
148" WHEELBASE	$0	CV LOT MANAGEMENT	$0
OXFORD WHITE	$0	FRONT LICENSE PLATE BRACKET	$0
VINYL	$0	8800# GVWR PACKAGE	$0
DARK PALAZZO GRAY	$0	50 STATE EMISSIONS	$0
PREFERRED EQUIPMENT PKG.101A	$0	KEYLESS ENTRY PAD	$95
.XL TRIM	$0	MANUAL AIR CONDITIONER	$0
3.5L PFDI V6 (GAS)	$0	E-85 FLEX FUEL CAPABLE	$0
.10-SPEED TRANSMISSION	$0	FUEL CHARGE	$0
.235/65R16C BSW ALL-SEASON	$0	PRICED DORA	$0
3.73 NON-LIMITED SLIP AXLE	$0	DESTINATION & DELIVERY	$2095

	MSRP
TOTAL BASE AND OPTIONS	$50700
DISCOUNTS	NA
TOTAL	$50700

Customer Name: Cullman County Comm.
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

Bid No. 1469

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*******BIDDER MUST BE ABLE TO MAKE DELIVERY OF VEHICLE WITHIN 60-90 DAYS OF BID AWARD.*************

Bid Price: $ 63,454.42

MERCEDES-BENZ OF HUNTSVILLE
Company

6520 UNIVERSITY DR
Mailing Address

HUNTSVILLE, AL 35806

256-837-5753
Phone/Fax

JAMES BLACK / BRETT DENVER
Representative

BID SPECIFICATIONS

Mercedes-Benz of Huntsville

Date: 08/13/2024
Salesperson: JAMES BLACK
Manager: Zachary Gardner

FOR INTERNAL USE ONLY

BUSINESS NAME	Cullman County Library	Home Phone:
CONTACT	Amber Thornton	
Address :	200 Clark Street NE CULLMAN, AL 35055 CULLMAN	Work Phone: (256) 734-1068
E-Mail :	throntona@CCPLS.COM	Cell Phone: (256) 708-4165

VEHICLE

Stock # : M23468 New / Used : Used VIN : W1Y4KCHY0RT177887 Mileage: 3

Vehicle : 2024 Mercedes-Benz Sprinter 2500 Color : Arctic White

Type : High Roof 4-Cyl SPRINTER

TRADE IN

Payoff : VIN : Mileage:

Vehicle : Color :

Type :

Selling Price	59,999.00
Total Purchase	59,999.00
Trade Allowance	
Trade Difference	
Dealer Fee	999.00
Tax	2,439.92
Non Tax Fees	16.50
Trade Payoff	
Cash Deposit	.00
Balance	63,454.42

Customer Approval: Management Approval:

All terms, conditions, payments amount, and APRs are estimated only and are subject to change pending final lender approval and your individual credit experience circumstances. By signing below, I agree to purchase the vehicle with the agreed upon terms and conditions. All sales figures subject to applicable taxes, state and local.

For the acquisition of One New or Used Current Model, Transit Cargo Van furnished with the following:

***Less than 1,000 miles**

***Minimum 148" Wheel Base**

*** Engine: I4 or Equivalent**

***9-Speed Automatic Transmission**

***Diesel**

***Rear Wheel Drive**

***92 AMP-HR 850CCA Maintenance- Free Battery or Equivalent**

***Steel Wheels**

***4 Wheel Disc Brakes with ABS**

***Color: White**

***A/C and Heater**

***AM/FM RADIO**

***Blue tooth, hands free calling**

***Blind Spot Assist**

***Exterior Parking Camera Rear**

***Cruise Control**

***Power Windows, Mirrors**

***Remote Keyless Entry**

***Emergency Communication System**

***Tilt Steering Wheel**

***Fade-To-Off Interior Lighting**

MSRP

MERCEDES-BENZ USA, LLC.
ONE MERCEDES-BENZ DR
SANDY SPRINGS, GA 30328

BALTIMORE

VIN: W1Y4KCHY0RT177887

Code	Description	Price
	MODEL: 2024 M2CA7S	$56,500
9147	Arctic White	

Standard Accessories

804	CY X3/1
AR2	Axle ratio 3.923
BA3	Active Brake Assist
BH1	Hold Function
C6L	Multifunction steering wheel
CL1	Adjustable steering wheel (angle)
D03	High roof
D93	Omission bulkhead
E07	Hill Start Assist
E1U	USB-C socket, 5 V
E30	Starter battery disconnect
E3J	Pre-installation for switch panel
E40	Trailer hitch prep. wiring
ED4	AGM battery 12V 92 AH 850 A
ED8	Preinstallation PSM
EK1	Body Builder Connector
ES0	Jump start terminal
EW6	Pre-installation: Remote Services Plus
EY5	Emergency Call System
EY6	Breakdown management
F68	Heated & electrically adjustable exterior mirrors
FF5	Shelf above windshield
FG8	Cupholder front
FJ4	Storage compartment underneath cockpit
G43	Automatic transmission, 9G-tronic
H16	Heated driver's seat
H21	Windshield with filter band
HH2	Heater, auxiliary electric hot air
HH9	Air Condition, Front
IC1	Model series C907 / C910 Sprinter
IE0	Model series C907 VS30 RWD
IG4	Standard
IG5	Basic
IK0	Complete vehicle
IL5	Left-hand drive
IR6	Wheelbase 4325 mm, overhang 1615 mm
IT9	4.0-tonner
J11	Speedometer mph
J55	Seat belt warning for co-driver seat
J58	Seat belt reminder driver
J65	Outside temperature gauge
JA8	Crosswind Assist
JH3	Communication module (LTE) for dig. services
JK5	Instrument cluster with color display
K60	Exhaust straight to rear
KB7	24.5 gallon fuel tank
KL1	Aux fuel sending unit w/ fuel tap
KP7	4th generation SCR emission control system
L65	Interior lights, cargo compartment
L94	Parking lights deletion
LA2	Headlight assistant
LB5	3rd brake light
M15	Fuel/water separator and lubrication package

M60	Generator 14 V / 250 A
M71	Approval, bio-diesel B20
MH8	SULEV emissions
MS1	Cruise control
MU5	Engine OM 654 DE 20 LA 125 kW (168 hp)
P47	Front mudflaps
P48	Rear mudflaps
Q11	Longitudinal member reinforcement
R65	Spare wheel bracket below frame
R87	Spare wheel
RD9	Unspecified tire brand
RH8	Tires LT 245/75 R16
RM0	All-season tires
RS3	6.5 J x 16 steel wheels
RY2	Tire pressure monitoring lamp
S02	Standard driver seat
S04	Standard front passenger seat
S22	Armrest for driver's seat
S25	Armrest for front passenger seat
SA5	Front airbag, driver
SA6	Front airbag, passenger
SH1	Thorax-pelvis sidebag, driver
SH2	Thorax-pelvis sidebag, co-driver
SH9	Airbag, driver/passenger window
T16	Sliding door, passenger side
V93	Without factory installed flooring
V94	Cable duct - side wall
V95	Cable duct - rear portal
X64	Plates/booklets in English (US)
XC8	VIN visible from outside
XL2	GVWR 9,050 lbs. / 4.100 Kg
XQ1	VIN-encoded vehicle data with check digit
XY4	Model Year 4
XZ0	Model generation 0
Y43	Jack, hydraulic
Z44	Registration of vehicle not possible in EU
Z4X	Production Charleston
Z5W	Vehicle class Truck
Z74	Bodyshell, additional measures 2
Z75	Bodyshell, additional measures
ZM0	Panel van
ZU8	USA country version
ZZ4	Brand content Mercedes-Benz North America

Options

054	CY X3/2	
E3M	MBUX Multimedia System with 7 touchscreen	$531
F64	Electrically folding exterior mirrors	$55
JA7	Blind Spot Assist	$504
JB7	Parking Package	$688
JW8	Attention Assist	$55
VF7	Fabric Maturin Black	
W54	Rear doors, opening to side wall	$403
	SUBTOTAL	**$58,736**
ZUFR	Delivery & Destination charge	$2,295
	- TOTAL -	**$61,031**

*Pricing is subject to change. Mercedes-Benz reserves the right to make changes without notification.