

**CULLMAN COUNTY COMMISSION MEETING**  
**September 21, 2021**

**CALL TO ORDER AND WELCOME GUESTS**

Chairman Clemons called the Meeting at 6:00 pm.

**CALL OF ROLL TO ESTABLISH QUORUM**

John Bullard, County Administrator, called the roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, County Attorney Emily Johnston, County Engineer Bryan Cheatwood. Cory Drummond gave the invocation. Judge Chad Floyd led the Pledge of Allegiance.

**APPROVE THE MINUTES OF THE AUGUST 17, 2021 MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED**

Commissioner Marchman made a motion to approve the minutes of the August 17, 2021 Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Watson seconded. The motion passed on a unanimous voice vote.

**PUBLIC COMMENTS/UPDATES**

**NEW BUSINESS**

**Ratify City of Cullman abatement for Royal Technologies Expansion by Cullman Economic Development Agency in the amount of \$144,576.00.**

Stanley Kennedy, Project Manager, and Finance with Cullman Alabama Economic Development Agency, advised this is a \$2.5 million investment. The abatement is worth \$144,576.00 for the next ten years. This abatement will create \$136,000.00 plus for our school systems and will employ twenty-five new employees. Commissioner Watson made a motion to ratify the City of Cullman abatement for Royal Technologies Expansion by Cullman Economic Development Agency in the amount of \$144,576.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Ratify City of Cullman abatement for Project Connect by Cullman Economic Development Agency in the amount of \$2,940,870.00**

Stanley Kennedy, Project Manager, and Finance with Cullman Alabama Economic Development Agency, stated this abatement is a \$49 million project. This abatement is an attempt to recruit this project to our community. We are not giving the tax abatement to the company. We are just promising that we will give them this as an incentive if the company agrees to come to Cullman. This abatement would create \$2.7 million of education revenues for our schools. The abatement is worth \$2.9 million over a ten-year period. This is an existing industry project which relates to a growing industry. Commissioner Marchman made a motion to ratify City of Cullman abatement for Project Connect by Cullman Economic Development Agency in the amount of \$2,940,870.00. Commissioner Watson seconded. The vote passed on a unanimous voice vote.



**Recognition: Cullman County Sheriff's Office, Emergency Management Agency, Alabama Law Enforcement Agency, Cullman Police Department, and Hanceville Police Department for their hard work and dedication working through Rock the South and Save America PAC /Alabama "Trump" Rally**

John Bullard, County Administrator, read the certificates aloud. Commissioner Watson made a motion to approve the Recognition: Cullman County Sheriff's Office, Emergency Management Agency, Alabama Law Enforcement Agency, Cullman Police Department, and Hanceville Police Department for their hard work and dedication working through Rock the South and Save America PAC /Alabama "Trump" Rally. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Recognition: Brody Hopper and Landon Franks for winning the Mossy Oak Fishing Bassmaster High School Series Classic**

John Bullard, County Administrator, read the certificates aloud. Commissioner Marchman made a motion to approve the Recognition: Brody Hopper and Landon Franks for winning the Mossy Oak Fishing Bassmaster High School Series Classic. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Recognition: Windell Turner retiring after 10 years from Cullman County Sanitation**

Judy Bradford, HR Manager, read the certificate presented to Windell Turner. Commissioner Watson made a motion to approve the Recognition: Windell Turner retiring after 10 years from Cullman County Sanitation. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Recognition: Patricia South retiring after 32 years from the ALEA Driver's License Division**

Rodney Hardy, Judge Floyd, Probate Judge Brown, State of Alabama Driver License Supervisor Lynn Howe, Cullman Revenue Commissioner Barry Willingham, Circuit Clerk Lisa McSwain, and County Administrator John Bullard recognized Patricia South for her dedication and service for thirty-two years with the Driver's License Division. Commissioner Marchman made a motion to approve the Recognition: Patricia South retiring after 32 years from the ALEA Driver's License Division. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Recognition: Chairman Clemons for completing Alabama Local Government Training Institute Level 1**

John Bullard, County Administrator, read the certificate presented to Chairman Clemons. Commissioner Watson made a motion to approve the Recognition: Chairman Clemons for completing Alabama Local Government Training Institute Level 1. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Proclamation: Prostate Cancer Awareness Month**

John Bullard, County Administrator, read the Proclamation. Commissioner Marchman made a motion to approve the Proclamation: Prostate Cancer Awareness Month. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider approval of North Central Alabama Highway Safety Office Agreement and authorize Chairman Clemons to sign**

John Bullard, County Administrator, addressed the Commission and stated this is an annual agreement we do every year. This is a Federal Grant for the current fiscal year. Commissioner Watson made a motion to approve the North Central Alabama Highway Safety Office Agreement and authorize Chairman Clemons to sign. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.



**Resolution 2021-34: CARTS Third Party Service Contract for FY 2022**

Joyce Echols, CARTS Director, stated this contract enables CARTS to provide services to other agencies. Commissioner Marchman made a motion to approve Resolution 2021-34: CARTS Third Party Service Contract for FY 2022. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Resolution 2021-35: FY 2022 FAA Matching Funds for the Cullman County Airport**

Ben Harrison, Airport Manager, advised this resolution is for the fiscal year 2022 project. This project is for the North Apron. This project is estimated at \$3.75 million currently. This project should be a 95/5 grant. 90% Federal, 5% State, and 5% City and County local match. Commissioner Watson made a motion to approve Resolution 2021-35: FY 2022 FAA Matching Funds for the Cullman County Airport. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Resolution 2021-36: Authorize Chairman Clemons to sign Construction Agreement with the State of Alabama and all related paperwork for striping and installation of guardrails on County Road 1301 from SR3 (US-31) to County Road 1435-Project Number HRRR-2221(250), County Project Number CCP 22-11A-20**

Bryan Cheatwood, County Engineer, stated this is a safety project to improve hazards and resurface a section of County Road 1301. Commissioner Marchman made a motion to approve Resolution 2021-36: Authorize Chairman Clemons to sign Construction Agreement with the State of Alabama and all related paperwork for striping and installation of guardrails on County Road 1301 from SR3 (US-31) to County Road 1435-Project Number HRRR-2221(250), County Project Number CCP 22-11A-20. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**Resolution 2021-37: Consider approval of Digital Information Cooperative Agreement and authorize Chairman Clemons to sign**

Barry Willingham, Revenue Commissioner, addressed the Commission and stated this agreement is through ALDOT. ALDOT will be responsible for 80%(\$8,000.00), and the County will provide 20%(\$2,000.00) cost-share toward the grant. Commissioner Watson made a motion to approve Resolution 2021-37: Consider approval of Digital Information Cooperative Agreement and authorize Chairman Clemons to sign. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider setting Public Hearing on October 19, 2021, to vacate a portion of County Road 1266 Cullman, Alabama**

Bryan Cheatwood, County Engineer, stated this for a turnaround so that we can accommodate our garbage trucks and other services that use this road. Commissioner Marchman made a motion to Consider setting Public Hearing on October 19, 2021, to vacate a portion of County Road 1266 Cullman, Alabama. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider adoption of FY 2021-2022 Budget**

John Bullard, County Administrator, addressed the Commission and stated this budget includes roads, revitalizing the pay scale for County employees, and maintaining the county's buildings and assets. The biggest expenditure is the revitalization of County pay scale. We are carrying over funds from last year that were allocated and are called Restore Cullman County Roads account, and that is a \$2 million from last year. The remaining funds this year will be carried over to the starting balance. On the final copy, the road funds that will be carried over will be \$618, 028.00. There are no changes to the proposed budget. This budget is adopted at the fund level. Commissioner Watson made a motion to Consider adoption of



FY 2021-2022 Budget. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider renewal of Health Services Agreement with Southern Health Partners for the Cullman County Sheriff's Office in the amount of \$718,538.76**

John Bullard, County Administrator, stated this renewal is a continuing agreement that we have in place. It is 24-hour nursing care. It is a 3% increase over the adjusted amount from when we went to the 24-hour care last year. Commissioner Marchman made a motion to Consider renewal of Health Services Agreement with Southern Health Partners for the Cullman County Sheriff's Office in the amount of \$718,538.76. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider a one (1) year maintenance agreement with Johnston Technologies, Inc for battery back-up for the Cullman County Sheriff's Office in the amount of \$5,229.00 and authorize Chairman Clemons to sign**

John Bullard, County Administrator, advised we need to approve the agreement and authorize Chairman Clemons to sign. Commissioner Watson made a motion to Consider a one (1) year maintenance agreement with Johnston Technologies, Inc for battery back-up for the Cullman County Sheriff's Office in the amount of \$5,229.00 and authorize Chairman Clemons to sign. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider and authorize Chairman Clemons to sign agreement with Willoughby Construction to connect to the Pump Station at the Agricultural Center**

Emily Johnston, County Attorney, explained Willoughby Construction is relocating to an unincorporated area in the County. This location does not have a septic tank, and as a part of an industry, they can connect and have been given permission to connect by the City of Cullman. There is an agreement with Willoughby Construction about payment for use, and if there are any future problems with it or any maintenance expense, it covers as well. Commissioner Marchman made a motion to Consider and authorize Chairman Clemons to sign agreement with Willoughby Construction to connect to the Pump Station at the Agricultural Center. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider approval of Employee Handbook changes**

Judy Bradford, H.R. Manager, addressed the Commission and stated the handbook we are operating under was adopted in February 2016. It has been updated several times since then. We would like to update the handbook annually to clean up any changes that may occur. Commissioner Watson made a motion to Consider approval of Employee Handbook changes. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider extending employee rollover vacation time (above 480 hours) until February 28, 2022**

Judy Bradford, H.R. Manager, explained if employees have over 480 hours vacation time at the end of the calendar year through December 31<sup>st</sup>, only 480 hours will rollover. We would like an exception this year due to employees struggling to take vacation time by December 31, 2021. We would like to extend this timeframe to February 28, 2022. Commissioner Marchman made a motion to Consider extending employee rollover vacation time (above 480 hours) until February 28, 2022. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**Authorize Chairman Clemons to sign scheduled service agreement with TRANE for the HVAC system in the Cullman County Detention Center for \$ 16,658.57**



John Bullard, County Administrator, stated this is just an annual maintenance agreement. Commissioner Watson made a motion to Authorize Chairman Clemons to sign scheduled service agreement with TRANE for the HVAC system in the Cullman County Detention Center for \$ 16,658.57. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Commissioner Watson to reappoint Brenda Scott to the Library Board of Trustees for a four (4) year term to expire 09/30/25**

Commissioner Marchman made a motion to Authorize Commissioner Watson to reappoint Brenda Scott to the Library Board of Trustees for a four (4) year term to expire 09/30/25. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign the Alabama Department of Youth Services Long Term Detention Subsidy Contract for FY 2022**

Kay Bell with Juvenile Probation thanked Sheriff Gentry for always being willing to transport the juveniles to the Tennessee Valley Juvenile Detention Center. Commissioner Watson made a motion to authorize Chairman Clemons to sign the Alabama Department of Youth Services Long Term Detention Subsidy Contract for FY 2022. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Chairman Clemons and Director Stephanie Lawson to sign agreement between CARTS and Cullman County Commission on Aging**

John Bullard, County Administrator, explained this is an agreement with CARTS to be able to transport our seniors. Commissioner Marchman made a motion to authorize Chairman Clemons and Director Stephanie Lawson to sign agreement between CARTS and Cullman County Commission on Aging. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2022 in the amount of \$481,088.00 for the benefit of Cullman, Blount, Lauderdale, and Jackson Counties**

Kay Bell with Juvenile Probation addressed the Commission and stated this is a community-based resource for our Youth Advocate Program. Commissioner Watson made a motion to authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2022 in the amount of \$481,088.00 for the benefit of Cullman, Blount, Lauderdale, and Jackson Counties. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider approval of FY-2022 ACCA Workers' Compensation Self Insurers Fund in the amount of \$504,484.24**

John Bullard, County Administrator, advised this is the annual Workers' Compensation amount. It has decreased this year. Commissioner Marchman made a motion to approve FY-2022 ACCA Workers' Compensation Self Insurers Funds in the amount of \$504,484.24. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider approval and authorize Chairman Clemons and County Administrator John Bullard to sign the NARCOG Title III Aging Contract and the SenioRX Contract**

John Bullard, County Administrator, explained this is the annual NARCOG agreement for the Aging Program. It requires the Chairman to sign and the County Administrator to attest. Commissioner Watson made a motion to approve and authorize Chairman Clemons and County Administrator John Bullard to



sign the NARCOG Title III Aging Contract and the SeniorRX Contract. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider the surplus of a 2012 Chevy Tahoe from the Cullman County Sheriff's Office to be donated to the Cullman County Fire Association**

Commissioner Marchman made a motion to approve the surplus of a 2012 Chevy Tahoe from the Cullman County Sheriff's Office to be donated to the Cullman County Fire Association. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the surplus of a 1985 GMC 6000 Truck from the Sanitation Department to be sold on GovDeals**

Commissioner Watson made a motion to approve the surplus of a 1985 GMC 6000 Truck from the Sanitation Department to be sold on GovDeals. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider the surplus of a 2003 300 KW Caterpillar Generator from the courthouse to be sold on GovDeals**

Commissioner Marchman made a motion to approve the surplus of a 2003 300 KW Caterpillar Generator from the courthouse to be sold on GovDeals. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the surplus of a 1989 T2206 Oshkosh Snowplow from the Road Department to be sold on GovDeals**

Commissioner Watson made a motion to approve surplus of a 1989 T2206 Oshkosh Snowplow from the Road Department to be sold on GovDeals. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider the surplus of a 1988 GMC 1500 Truck from Parks to be sold on GovDeals**

Commissioner Marchman made a motion to approve the surplus of a 1988 GMC 1500 Truck from Parks to be sold on GovDeals. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the surplus of a 2002 Chevrolet 1500 truck from the garage to be sold on GovDeals**

Commissioner Watson made a motion to approve the surplus of a 2002 Chevrolet 1500 truck from the garage to be sold on GovDeals. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider the surplus of a Hyster H60 CLM Forklift from the Road Department to be sold on GovDeals**

Commissioner Marchman made a motion to approve the surplus of a Hyster H60 CLM Forklift from the Road Department to be sold on GovDeals. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the surplus of a 1985 F-700 Dump Truck from the Water Department to be sold on GovDeals**

Commissioner Watson made a motion to approve the surplus of a 1985 F-700 Dump Truck from the Water Department to be sold on GovDeals. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider the surplus of miscellaneous office furniture (filing cabinets, chairs, etc.) from the Courthouse to be sold on GovDeals**



Commissioner Marchman made a motion to approve the surplus of miscellaneous office furniture (filing cabinets, chairs, etc.) from the Courthouse to be sold on GovDeals. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**Consider the purchase of playground equipment for Sportsman's Lake Park in the amount of \$92,915.47 and authorize Chairman Clemons to sign all related paperwork**

Doug Davenport, Park Director, addressed the Commission and stated if we did not receive any of the grant money, this equipment would cost \$147,000.00. The three grants we have received, it will bring our cost down to \$68,480.97. We will be reimbursed \$24,434.50. We have received \$12,000 from CCCDC and \$12,435.00 from RC&D. John Bullard, County Administrator, stated the remaining funds will come out of our Tourism Funds. Commissioner Watson made a motion to approve the purchase of playground equipment for Sportsman's Lake Park in the amount of \$92,915.47 and authorize Chairman Clemons to sign all related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Approve the expenditure in the amount of \$32,500.00 for water damage repairs at the Cullman County Water Department by CH Harris, Inc**

John Bullard, County Administrator, advised this is 100% reimbursable. Since the amount is over \$10,000.00, we have to get the expenditure approved. There is a water leak at the Water Department. This is an insurance claim in the amount of \$32,500.00. The repairs are not subject to bid because it is public works law, but we did obtain three quotes. Commissioner Marchman made a motion to approve the expenditure in the amount of \$32,500.00 for water damage repairs at the Cullman County Water Department by CH Harris, Inc. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Extend Bid # 1314: Fog & Scrub to Ergon Company**

Bryan Cheatwood, County Engineer, recommended awarding this bid. Commissioner Watson made a motion to Extend Bid # 1314: Fog & Scrub to Ergon Company. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Bid # 1360: Cold Laid Plant Mix to Advanced Asphalt Products**

Bryan Cheatwood, County Engineer, recommended awarding this bid. Commissioner Marchman made a motion to approve Bid # 1360: Cold Laid Plant Mix to Advanced Asphalt Products. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**Bid # 1361: Lease of Excavator with Hammer to Warrior Tractor**

Bryan Cheatwood, County Engineer, advised this is to eliminate hazards along County Road 1301. Commissioner Watson made a motion to approve Bid # 1361: Lease of Excavator with Hammer to Warrior Tractor. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Bid # 1362: Placement of Surface Treatment to Charles E. Watts, Inc and Wheeler Contracting, LLC**

Bryan Cheatwood, County Engineer, recommends awarding this bid. Commissioner Marchman made a motion to approve Bid # 1362: Placement of Surface Treatment to Charles E. Watts, Inc and Wheeler Contracting, LLC. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Bid # 1363: Micro Surfacing to Whitaker Contracting Corporation**



Bryan Cheatwood, County Engineer, recommends awarding this bid. Commissioner Watson made a motion to approve Bid # 1363: Micro Surfacing to Whitaker Contracting Corporation. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote

**WORK SESSION**

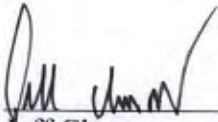
Chairman Clemons announced the next Commission Work Session will be Tuesday, October 19, 2021, at 4:00 pm in the Commission Meeting Room

**NEXT REGULAR COMMISSION MEETING TUESDAY, OCTOBER 19, 2021**


Chairman Clemons announced the next Commission Meeting will be Tuesday, October 19, 2021, at 6:00 pm in the Commission Meeting Room

**ADJOURN THE MEETING**

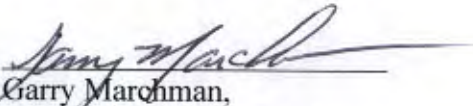
Commissioner Marchman made a motion to Adjourn. Commissioner Watson seconded. Meeting was adjourned at 7:01 pm.



Jeff Clemons,  
Chairman



Kerry Watson,  
Associate Commissioner



Garry Marchman,  
Associate Commissioner



**CULLMAN COUNTY COMMISSION AGENDA**  
**September 21, 2021**

1. Call to order and welcome guests
2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
3. Approve the minutes of the August 17, 2021, Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
4. Public Comments/Updates
5. **NEW BUSINESS**
  - A. Ratify City of Cullman abatement for Royal Technologies Expansion by Cullman Economic Development Agency in the amount of \$144,576.00
  - B. Ratify City of Cullman abatement for Project Connect by Cullman Economic Development Agency in the amount of \$2,940,870.00
  - C. Recognition: Cullman County Sheriff's Office, Emergency Management Agency, Alabama Law Enforcement Agency, Cullman Police Department, and Hanceville Police Department for their hard work and dedication working through Rock the South and Save America PAC /Alabama "Trump" Rally
  - D. Recognition: Brody Hopper and Landon Franks for winning the Mossy Oak Fishing Bassmaster High School Series Classic
  - E. Recognition: Windell Turner retiring after 10 years from Cullman County Sanitation
  - F. Recognition: Patricia South retiring after 32 years from the ALEA Driver's License Division
  - G. Recognition: Chairman Clemons for completing Alabama Local Government Training Institute Level 1
  - H. Proclamation: Prostate Cancer Awareness Month
  - I. Consider approval of North Central Alabama Highway Safety Office Agreement and authorize Chairman Clemons to sign
  - J. Resolution 2021-34: CARTS Third Party Service Contract for FY 2022
  - K. Resolution 2021-35: FY 2022 FAA Matching Funds for the Cullman County Airport
  - L. Resolution 2021-36: Authorize Chairman Clemons to sign Construction Agreement with the State of Alabama and all related paperwork for striping and installation of guardrails on County Road 1301 from SR3 (US-31) to County Road 1435-Project Number HRRR-2221(250), County Project Number CCP 22-11A-20



- M. Resolution 2021-37: Consider approval of Digital Information Cooperative Agreement and authorize Chairman Clemons to sign
- N. Consider setting Public Hearing on October 19, 2021, to vacate a portion of County Road 1266 Cullman, Alabama
- O. Consider adoption of FY 2021-2022 Budget
- P. Consider renewal of Health Services Agreement with Southern Health Partners for the Cullman County Sheriff's Office in the amount of \$718,538.76
- Q. Consider a one (1) year maintenance agreement with Johnston Technologies, Inc for battery back-up for the Cullman County Sheriff's Office in the amount of \$5,229.00 and authorize Chairman Clemons to sign
- R. Consider and authorize Chairman Clemons to sign agreement with Willoughby Construction to connect to the Pump Station at the Agricultural Center
- S. Consider approval of Employee Handbook changes
- T. Consider extending employee rollover vacation time (above 480 hours) until February 28, 2022
- U. Authorize Chairman Clemons to sign scheduled service agreement with TRANE for the HVAC system in the Cullman County Detention Center for \$ 16,658.57
- V. Authorize Commissioner Watson to reappoint Brenda Scott to the Library Board of Trustees for a four (4) year term to expire 09/30/25
- W. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Long Term Detention Subsidy Contract for FY 2022
- X. Authorize Chairman Clemons and Director Stephanie Lawson to sign agreement between CARTS and Cullman County Commission on Aging
- Y. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2022 in the amount of \$481,088.00 for the benefit of Cullman, Blount, Lauderdale, and Jackson Counties
- Z. Consider approval of FY-2022 ACCA Workers' Compensation Self Insurers Fund in the amount of \$504,484.24
- AA. Consider approval and authorize Chairman Clemons and County Administrator John Bullard to sign the NARCOG Title III Aging Contract and the SeniorRX Contract
- BB. Consider the surplus of a 2012 Chevy Tahoe from the Cullman County Sheriff's Office to be donated to the Cullman County Fire Association



- CC. Consider the surplus of a 1985 GMC 6000 Truck from the Sanitation Department to be sold on GovDeals
- DD. Consider the surplus of a 2003 300 KW Caterpillar Generator from the courthouse to be sold on GovDeals
- EE. Consider the surplus of a 1989 T2206 Oshkosh Snowplow from the Road Department to be sold on GovDeals
- FF. Consider the surplus of a 1988 GMC 1500 Truck from Parks to be sold on GovDeals
- GG. Consider the surplus of a 2002 Chevrolet 1500 truck from the garage to be sold on GovDeals
- HH. Consider the surplus of a Hyster H60 CLM Forklift from the Road Department to be sold on GovDeals
- II. Consider the surplus of a 1985 F-700 Dump Truck from the Water Department to be sold on GovDeals
- JJ. Consider the surplus of miscellaneous office furniture (filing cabinets, chairs, etc.) from the Courthouse to be sold on GovDeals
- KK. Consider the purchase of playground equipment for Sportsman's Lake Park in the amount of \$92,915.47 and authorize Chairman Clemons to sign all related paperwork
- LL. Approve the expenditure in the amount of \$32,500.00 for water damage repairs at the Cullman County Water Department by CH Harris, Inc
- MM. Extend Bid # 1314: Fog & Scrub to Ergon Company
- NN. Bid # 1360: Cold Laid Plant Mix to Advanced Asphalt Products
- OO. Bid # 1361: Lease of Excavator with Hammer to Warrior Tractor
- PP. Bid # 1362: Placement of Surface Treatment to Charles E. Watts, Inc and Wheeler Contracting, LLC
- QQ. Bid # 1363: Micro Surfacing to Whitaker Contracting Corporation

- 6. The next Commission Work Session will be Tuesday, October 19, 2021, at 4:00 p.m. in the Commission Meeting Room
- 7. The next Commission Meeting will be Tuesday, October 19, 2021, at 6:00 p.m. in the Commission Meeting Room
- 8. Adjourn



**RECEIPT of TAX ABATEMENT APPLICATION**

Received in the Cullman County Commission Office

Tax Abatement Application for: Royal Technologies Expansion

Date Received: September 15, 2021

  
\_\_\_\_\_  
Tiffany Merriman  
County Clerk



**RESOLUTION 2021-140**  
**TO APPROVE A TAX ABATEMENT FOR ROYAL TECHNOLOGIES EXPANSION**

This Resolution is made this 13<sup>th</sup> day of **September, 2021** (the Effective Date) by the **City of Cullman, Alabama** (the Granting Authority), to grant a tax abatement for **Royal Technologies** (the Company).

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the Company has requested that the abatement of state and local noneducational ad valorem taxes (if applicable) be extended for a period of **10** years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of **\$2,500,000**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

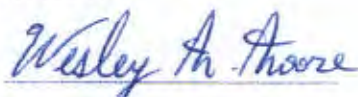
Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **City of Cullman, Alabama** of Alabama at a meeting held on the **13<sup>th</sup>** day of **September, 2021**.

BY:  S.

Its: 

ATTEST:





**Royal Technologies Expansion  
Abatement & Educational Tax Revenue Estimate  
September 13, 2021**

	<b>Investment</b>
Land&Building	\$95,000
Equipment & Machinery	\$2,405,000
<b>Total Project</b>	<b>\$2,500,000</b>
<b>Sales Education Tax Revenues on Construction Materials</b>	
Total Plant Building Cost	\$95,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$47,500
Education Sales Tax Rate = 2.1%	0.021
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$998</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$3,278</b>
<b>Sales &amp; Use Education Tax Revenues On Equipment</b>	
Total Equipment	\$2,405,000
Education Use Tax Rate = 1.37	0.0137
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$32,949</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$51,299</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$2,500,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$500,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$10,250</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$102,500</b>
Abated Millage Rate = 18 Mills Abated	0.018
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$9,000</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$90,000</b>
<b>Totals</b>	
Sales/Use Tax, Construction Materials	\$998
Sales/Use Tax, Equipment	\$32,949
Ad Valorem Taxes	\$102,500
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$136,446</b>
<b>Total Abated Sales Tax</b>	<b>\$3,278</b>
<b>Total Abated Use Tax</b>	<b>\$51,299</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$90,000</b>
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$144,576</b>
The information provided herein in no way obligates any party to any formal commitment. These figures are only estimates. Actual figures will vary according to actual investment.	



**RECEIPT of TAX ABATEMENT APPLICATION**

Received in the Cullman County Commission Office

Tax Abatement Application for: Project Connect

Date Received: September 15, 2021

  
\_\_\_\_\_  
Tiffany Merriman  
County Clerk



**RESOLUTION NO. 2021-141  
TO APPROVE A TAX ABATEMENT FOR PROJECT CONNECT**

This Resolution is made this 13<sup>th</sup> day of **September**, 2021 (the Effective Date) by the **City of Cullman, Alabama** (the Granting Authority), to grant a tax abatement for **Project Connect** (the Company).

WHEREAS, the Company has announced plans for a major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and

WHEREAS, the Company has requested that the abatement of state and local noneducational ad valorem taxes (if applicable) be extended for a period of **10** years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of **\$49,000,000**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of all state and local noneducational ad valorem taxes, all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education; and as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **City of Cullman, Alabama** of Alabama at a meeting held on the 13<sup>th</sup> day of **September**, 2021.

BY: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:



**Project Connect**  
**Abatement & Educational Tax Revenue Estimate**  
**September 13, 2021**

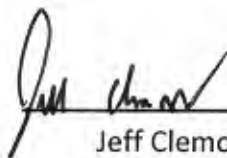
	<b>Investment</b>
Land&Building	\$10,000,000
Equipment & Machinery	\$39,000,000
<b>Total Project</b>	<b>\$49,000,000</b>
<b>Sales Education Tax Revenues on Construction Materials</b>	
Total Plant Building Cost	\$10,000,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$5,000,000
Education Sales Tax Rate = 2.1%	0.021
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$105,000</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$345,000</b>
<b>Sales &amp; Use Education Tax Revenues On Equipment</b>	
Total Equipment	\$39,000,000
Education Use Tax Rate = 1.37	0.0137
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$534,300</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$831,870</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$49,000,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$9,800,000
Education Millage Rate for the City of Cullman = 20.5 unabateable	0.0205
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$200,900</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$2,009,000</b>
Abated Millage Rate = 18 Mills Abated	0.018
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$176,400</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$1,764,000</b>
<b>Totals</b>	
Sales/Use Tax, Construction Materials	\$105,000
Sales/Use Tax, Equipment	\$534,300
Ad Valorem Taxes	\$2,009,000
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$2,648,300</b>
<b>Total Abated Sales Tax</b>	<b>\$345,000</b>
<b>Total Abated Use Tax</b>	<b>\$831,870</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$1,764,000</b>
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$2,940,870</b>
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	



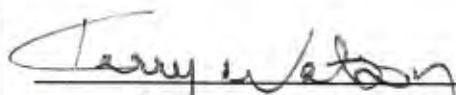
# Certificate of Recognition

## Cullman County Sheriff's Office

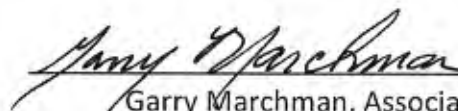
In recognition for their hard work and dedication working through Rock the South and Save America PAC/Alabama "Trump" Rally



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



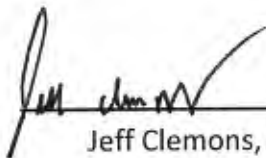
Garry Marchman, Associate Commissioner




# Certificate of Recognition

## City of Hanceville Police Department

In recognition for their hard work and dedication working through Rock the South and Save America PAC/Alabama "Trump" Rally

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

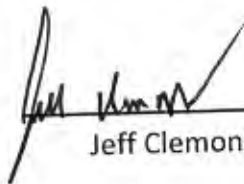
  
Garry Marchman, Associate Commissioner



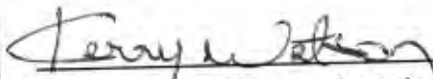
# Certificate of Recognition

## City of Cullman Police Department

In recognition for their hard work and dedication working through Rock the South and Save America PAC/Alabama "Trump" Rally



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

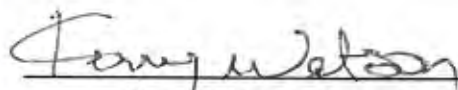


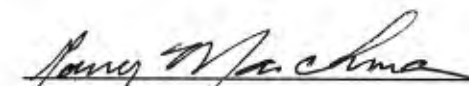
# Certificate of Recognition

## Alabama Law Enforcement Agency "ALEA"

In recognition for their hard work and dedication working through Rock the South and Save America PAC/Alabama "Trump" Rally

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

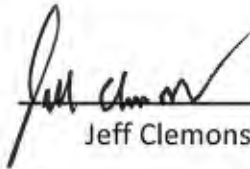
  
Garry Marchman, Associate Commissioner



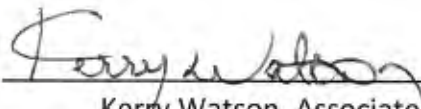
# Certificate of Recognition

## Emergency Management Agency "EMA"

In recognition for their hard work and dedication working through Rock the South and Save America PAC/Alabama "Trump" Rally



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

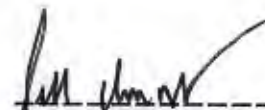


# *Certificate of Achievement*

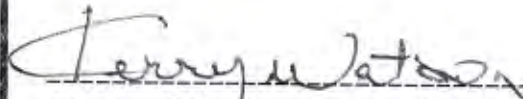
*Presented To:*

*Landon Franks*

*In recognition of Winning the Mossy Oak Fishing Bassmaster  
High School Series Classic on Eagle Mountain Lake and Lake Worth  
in Texas*



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*Jeff Clemons, Chairman*



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*Kerry Watson, Associate Commissioner*



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*Garry Marchman, Associate Commissioner*



# *Certificate of Achievement*

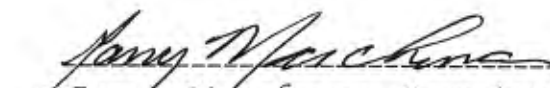
*Presented To:*

*Brody Hopper*

*In recognition of Winning the Mossy Oak Fishing Bassmaster  
High School Series Classic on Eagle Mountain Lake and Lake Worth  
in Texas*

  
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*Jeff Clemons, Chairman*

  
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*Kerry Watson, Associate Commissioner*

  
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*Garry Marchman, Associate Commissioner*



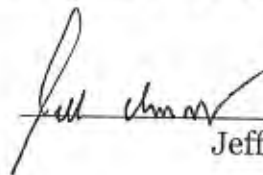
CONGRATULATIONS ON YOUR RETIREMENT

Windell Turner

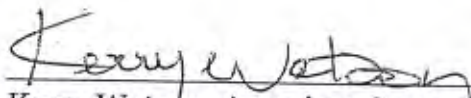
May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

June 2011 – September 2021



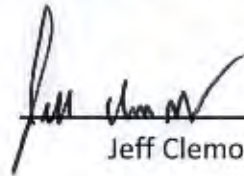
# CONGRATULATIONS ON YOUR RETIREMENT

Patricia South

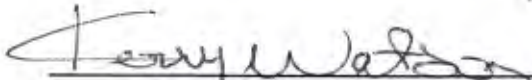
May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all your colleagues and friends at

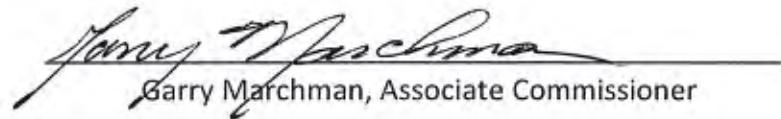
Cullman County Commission



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner



CULLMAN COUNTY  
COMMISSION

PROCLAMATION

*Prostate Cancer Awareness Month*

**WHEREAS**, September is Prostate Cancer Awareness Month, every 15 minutes another American man dies from prostate cancer. That's a little more than 93 deaths per day and 34,130 this year; and

**WHEREAS**, Prostate Cancer is the second leading cause of cancer death among men; and

**WHEREAS**, one in eight American men will have prostate cancer during his lifetime.

**WHEREAS**, billions of dollars the government spends annually only 4% goes toward childhood cancer research; and

**WHEREAS**, early detection and advances in treatment are saving lives and finding prostate cancer when it is still at an early stage offers the best hope for living cancer-free for a long time; and

**WHEREAS**, the most recent research shows the five-year survival rate for all men with prostate cancer is nearly 100 percent and 10-year survival rate is 98 percent, and 96 percent for 15 years; and

**WHEREAS**, Prostate Cancer Awareness Month offers all of Cullman County the opportunity to remember the lives taken too soon, honor the survivors and celebrate progress made in treatment and recovery.

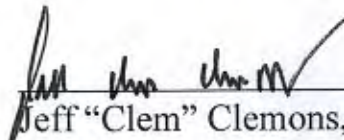
**NOW, THEREFORE, BE IT RESOLVED**, that the Cullman County Commission hereby proclaims the month of September 2021, to be

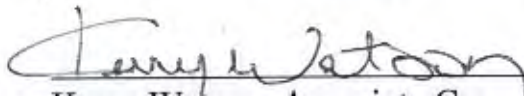
**PROSTATE CANCER AWARENESS MONTH**

The Cullman County Commission commends this observance during September 2021 to the citizens of Cullman County, Alabama

This 21st day of September, 2021



  
Jeff "Clem" Clemons, Chairman

  
Terry Watson



## NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35853 • PHONE # 256-332-1138  
[Eddlerussell4nahso@gmail.com](mailto:Eddlerussell4nahso@gmail.com)

### Traffic Enforcement Agreement

Fiscal Period: October 01, 2020 – September 30, 2021

*(NOT the same as a grant's authorized spending period during this Agreement Period)*

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 21-FP-CP-003.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: Cullman County Sheriff Department, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2020 through September 30, 2021**; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

**Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant,** (7.) **City or County overtime policy.** The above-mentioned paperwork should be kept on file by each agency for



no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

**Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO once per month.**

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

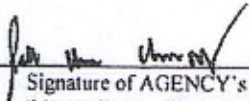
The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. NAHSO assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

**"Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.



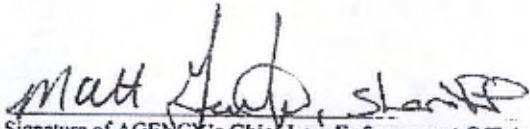
Signatures required:



Signature of AGENCY's Authorizing Official  
(Mayor/Comm. Chair) authorized to enter Agreement

Jeff Clemons, Chairman

Printed Name of Authorizing Official and Title  
Mayor/Comm. Chair



Signature of AGENCY's Chief Law Enforcement Official  
(Chief of Police or Sheriff)

Matt Gentry Sheriff

Printed Name of Chief LE Official and Title  
(Chief/Sheriff)

Signature of Region Director  
North Central Alabama Highway Safety Office

Eddie Russell  
Printed Name of Region Director



Investigation  
SRO  
Admin.

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on Monday and end at 12:00am on the following Friday.

HOURS OF WORK:

A normal shift consists of 9.0-10.0 8.5 days continuous hours with 1 hour for lunch. The Lunch hour shall be taken on **(paid / unpaid)** time.

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after 9.0 + 8.5 hours of continuous work for a given day.
- B. Overtime pay shall begin after 86 hours of work for a given 2 week pay period **WORK WEEK**.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours **(shall / shall not)** count as hours worked for Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.



Patrol  
Apost Jail staff

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS:

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on scheduled shift and end at 12:00am on the following scheduled shift.

HOURS OF WORK:

A normal shift consists of 12.25 continuous hours with 1 hour for lunch. The

Lunch hour shall be taken on **(paid / unpaid)** time.

OVERTIME PAY BEGINS:

A. Overtime pay shall begin after 12.25 hours of continuous work for a given day.

B. Overtime pay shall begin after 85.75 hours of work for a given ~~WORK WEEK~~ <sup>2 week pay period</sup>.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours **(shall / shall not)** count as hours worked for Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

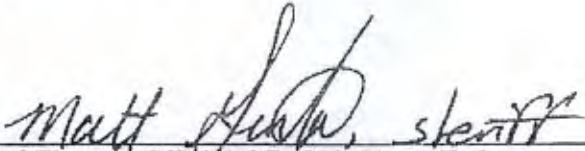


In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.



Chief Elected Official OR Chief Law Enforcement Official

Date 4-5-2021

DEPARTMENTAL POINT OF CONTACT WILL BE that will Handle This Grant will be:

NAME: Lt. Rob Cook Printed

Phone Number: (256) 531-4705

Email: rcook@clm.wshenff.org



**RESOLUTION NUMBER 2021-34**  
**CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Halcy Fulklove  
Notary

Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title





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, 2021, and continue through September 30, 2022, 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

Cullman Area Chamber of Commerce

Jeff Clemons  
Jeff Clemons  
Chairman

Peggy Smith  
Peggy Smith  
President and CEO

Date: 09.21.2021

Date: 9-22-21



Haley Fullilove  
Date: 9.21.2021  
Commission Expires  
3.16.2025

Susan E. Eller  
Notary EXP 4-17-21  
Date: 9-22



REVIEWED BY:

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

9/29/2021  
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 \$0.93 a mile plus \$13.23 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:

\$ .93 per mile

\$13.23 per hour

2. Payment schedule: Monthly

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



**RESOLUTION NUMBER 2021-34**  
**CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary



Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title

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, 2021, and continue through September 30, 2022, 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.

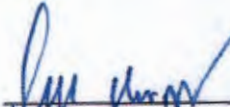
For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's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



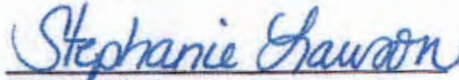
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

**Cullman County Commission**

  
\_\_\_\_\_  
Jeff Clemons  
Commission Chairman

Date: 09.21.2021

**Cullman County Commission on Aging**

  
\_\_\_\_\_  
Stephanie Lawson  
Director

Date: 09.21.2021

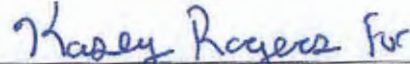
  
\_\_\_\_\_  
Notary  
Date: 9.21.2021



  
\_\_\_\_\_  
Notary  
Date: 9.21.2021



**REVIEWED BY:**

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

9/29/2021  
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 \$0.93 a mile plus \$13.23 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:

\$ .93 per mile  
\$13.23 per hour

2. Payment schedule: Monthly
3. Total contract limiting amount (if applicable): per trip

### Details Of Compensation

1. Farebox Reimbursement for demand/response trips to senior centers and satellites 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:

\$ .93 per mile  
\$13.23 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 Transportation Steering Committee.



**RESOLUTION NUMBER 2021-34**  
**CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary

Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title



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, 2021, and continue through September 30, 2022, 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**.
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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

Community Action Partnership of North Alabama

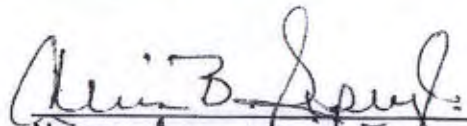
  
\_\_\_\_\_  
**JEFF CLEMONS**  
Chairman

  
\_\_\_\_\_

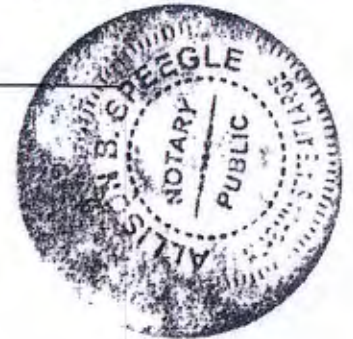
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Date: 9/9/21

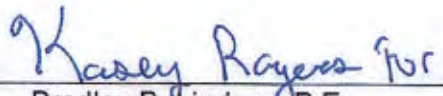
  
  
\_\_\_\_\_  
Notary  
PUBLIC  
Date: 9.21.2021  
Commission Expires  
3.16.2025

  
\_\_\_\_\_  
Notary Commission Expires: 4/30/2022

Date: 9/9/21



REVIEWED BY:

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

9/29/2021  
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 \$0.93 a mile plus \$13.23 an hour.
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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:
  - \$ .93 per mile
  - \$13.23 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 **Melissa Tallant** as liaison to the Cullman County Transportation Steering Committee.



**RESOLUTION NUMBER 2021-34**  
**CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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 21<sup>st</sup> day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary



Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title

AGREEMENT BETWEEN  
***Cullman County Commission  
Cullman Area Rural Transportation System***  
AND  
***Community Action Partnership of North Alabama***  
RELATIVE TO  
TRANSPORTATION SERVICES

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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, 2021, and continue through September 30, 2022, 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.

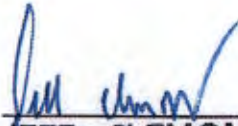
The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.



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

Community Action Partnership of North Alabama

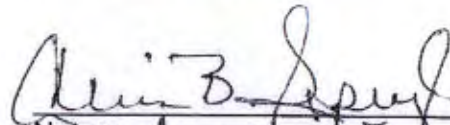
  
\_\_\_\_\_  
JEFF CLEMONS  
Chairman

  
\_\_\_\_\_

Date: 09.21.2021

Date: 9/9/21

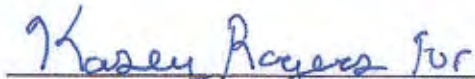
  
  
\_\_\_\_\_  
Notary  
PUBLIC  
ALABAMA STATE  
Date: 9.21.2021  
Commission Expires  
3-16-2025

  
\_\_\_\_\_  
Notary Commission Expires: 4/30/2022

Date: 9/9/21

  
ALLISON B. SPEEGLE  
NOTARY  
PUBLIC  
ALABAMA STATE

REVIEWED BY:

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

9/29/2021  
\_\_\_\_\_  
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 \$0.93 a mile plus \$13.23 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:
  - \$ .93 per mile
  - \$13.23 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 **Melissa Tallant** as liaison to the Cullman County Transportation Steering Committee.



**RESOLUTION NUMBER 2021-34  
CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary



Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title

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, 2021, and continue through September 30, 2022, 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

United Way of Cullman County

Jeff Clemons  
Jeff Clemons  
Chairman

Becky Goff  
Becky Goff

Date: 09.21.2021

Date: 9/14/2021



Haley Fullilove  
Notary  
Date: 9.21.2021  
Commission Expires  
3.16.2025

Cindy A Kritner  
Notary

Date: 9/14/2021  
CINDY A. KRITNER  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES JAN. 06, 2024

REVIEWED BY:

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

9/29/2021  
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 \$0.93 a mile plus \$13.23 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.



**RESOLUTION NUMBER 2021-34  
CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 for eligible public transportation services.

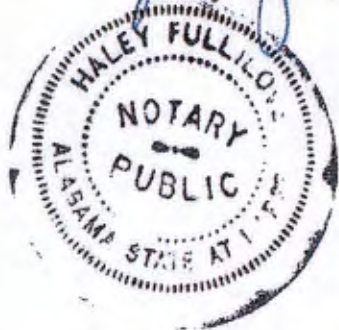
Further resolved that Cullman County Commission - CARTS agrees to provide third party transportation services to contracting agencies at approved fully allocated cost rates.

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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary



Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title

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, 2021, and continue through September 30, 2022, 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.
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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.

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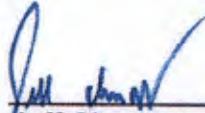
The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.




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**

**Victim's Services**

  
\_\_\_\_\_  
Jeff Clemons  
Chairman

  
\_\_\_\_\_  
Carol Horstman

Date: 09.21.2021

Date: 9/9/2021




  
\_\_\_\_\_  
Date: 9.21.2021

  
\_\_\_\_\_  
Notary

Date: 9/9/2021

Commission Expires  
3-16-2025

REVIEWED BY:

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



9 / 29 / 2021  
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 \$0.93 a mile plus \$13.23 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:
  - \$ .93 per mile
  - \$13.23 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 Carol Horstman as liaison to the Cullman County Transportation Steering Committee.



**RESOLUTION NUMBER 2021-34**  
**CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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.

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**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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary



Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title

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.

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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.

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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.

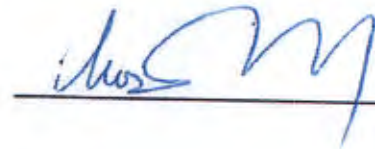


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

WellStone, Inc.

  
\_\_\_\_\_  
Jeff Clemons  
Chairman

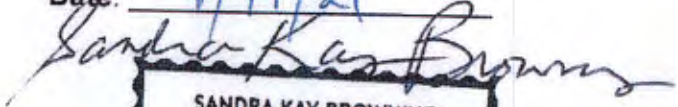
  
\_\_\_\_\_

Date: 09.21.2021

Date: 9/14/21



  
\_\_\_\_\_  
Date: 9.21.2021  
Commission Expires 3.16.2025

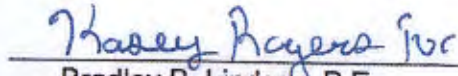
  
\_\_\_\_\_  
SANDRA KAY BROWNING  
Notary Public  
Alabama State at Large

Notary

Date: 9/14/2021

My Commission Expires  
February 14, 2024

REVIEWED BY:

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

9/29/2021  
\_\_\_\_\_  
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 \$0.93 a mile plus \$13.23 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:
  - \$.93 per mile
  - \$13.23 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 NUMBER 2021-34**  
**CARTS Third Party Service Contracts – Fiscal Year 2022**

**RESOLUTION**

Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2022 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 21st day of September, 2021 as shown by the minutes of the meeting in my possession.

Hailey Fullilove  
Notary



Jeff Clemons  
Jeff Clemons

Chairman, Cullman County Commission  
Title



**ALABAMA DEPARTMENT OF TRANSPORTATION**  
1409 Coliseum Boulevard Montgomery, Alabama 36110



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

September 29, 2021

Mrs. Joyce Echols  
Director, Cullman Area Rural Transportation System  
Cullman County Commission  
1950 Beech Ave. SE  
Cullman, Alabama 35056-2518

Subject: Section 5311 FY 2022 Third Party Agreement

Dear Mrs. Echols:

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

Cullman Area Chamber of Commerce  
Cullman County Commission on Aging  
Community Action Partnership of North Alabama  
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 Lauren Heikkinen at 256-658-9691.

Sincerely,

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

BBL:KOR:ljh  
cc: file: FY 2022



## RESOLUTION NUMBER 2021-35

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 2022.

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 2022 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 21st day of September, 2021, 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 21st day of September, 2021.

  
County Clerk



**CONSTRUCTION  
AGREEMENT  
FOR A  
HIGH RISK RURAL ROADS PROGRAM  
PROJECT**

**BETWEEN THE STATE OF ALABAMA  
AND  
CULLMAN COUNTY COMMISSION**

**Project No. HRRR-2221(250)  
County Project No. CCP 22-11A-20  
CPMS Ref# 100073604**

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Cullman County Commission, Alabama, (FEIN 63-6001496) hereinafter referred to as the COUNTY.

**WHEREAS**, the STATE and the COUNTY desire to cooperate on a project for Striping and Installation of Guardrails on CR-1301 from SR-3 (US-31) to CR-1435; HRRR-2221(250); County Project No. CCP 22-11A-20; CPMS Ref# 100073604.

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

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent High Risk Rural Roads funds (HRRR) and 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.
- B. **Estimated Cost:** The estimated cost and participation by the various parties is as follows:

	ESTIMATED COSTS
HRRR Funds	\$33,644.40
County Funds – 10% HRRR Match	<u>\$ 3,738.27</u>
<b>TOTAL (Incl CE&amp;I &amp; Indirect Cost)</b>	<b>\$37,382.67</b>

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



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

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY. The project shall be advanced to authorization by the end of the fiscal year, unless approved in writing by the State. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

### PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.
- All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.
- Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.
- Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.
- The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.
- No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.
- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.
- If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.



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

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

#### **PART FOUR (4): CONTRACT PROVISIONS**

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid. For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE. For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE." The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.
- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.



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

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.  
For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

#### **PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE. All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part



to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

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

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

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

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

#### **PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.



- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

ATTEST:

Cullman County, Alabama

By: *John M. Bullard*  
Clerk (Signature)

By: *Jeff Clemons*  
As Chairman (Signature)

John M. Bullard  
Print Name of Clerk  
(AFFIX SEAL)

Jeff Clemons  
Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: \_\_\_\_\_  
William F. Patty,  
Chief Counsel

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Edward N. Austin, P. E.  
Chief Engineer  
STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA



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

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

**Striping and Installation of Guardrails on CR-1301 from SR-3 (US-31) to CR-1435; HRRR-2221(250); County Project No. CCP 22-11A-20; CPMS Ref# 100073604.**

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

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

I, the undersigned qualified and acting Clerk of Cullman County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 21st day of September, 2021, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

[Signature]  
County Clerk

[Signature]  
Chairman

21st day of September, 2021, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 21st day of September, 2021.

[Signature]  
County Clerk

(AFFIX SEAL)

EXHIBIT A

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

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

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

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



EXHIBIT E

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

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

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.



EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

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

a. **Compliance with Regulations**

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

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

**Pertinent Non-Discrimination Authorities:**

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



EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

**b. Nondiscrimination**

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

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

**c. Solicitations**

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

**d. Information and Reports**

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



EXHIBIT H

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.



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The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

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

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

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

EXHIBIT H

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

**COUNTY'S CERTIFICATIONS**

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

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



EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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



EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

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

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



## DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the 21st day of September 2021 by and between the Cullman County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

### RECITALS

**WHEREAS**, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Cullman County;

**WHEREAS**, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

**WHEREAS**, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

**WHEREAS**, it has been determined that each of the agencies maintain some information that is similar and overlapping;

**WHEREAS**, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

**NOW THEREFORE**, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

### **Section 1. Contributions and Responsibilities**

**1.01 Definitions.** As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2021 computerized mapping project.

**1.02** The County has entered into a contract with Pictometry to acquire digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance with the Alabama Department of Revenue's Property Tax



Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for a federal grant in the amount of **\$10,000** to be applied toward the completion of the 2021 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$8,000**) and the county will provide the remaining 20% (**\$2,000**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- (c) The COUNTY shall provide the ALDOT a copy of the 2021 photography contract.
- (d) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2021 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2021. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2021, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

## **Section 2. Term and Termination**

**2.01 Term.** The term of this Agreement shall commence on the date of execution by the Governor of Alabama, and shall continue for one year.

**2.02 Termination.** Either party may terminate this Agreement by giving a thirty (30) day written notice. Either party may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.



**Section 3. Assignment.** Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

**Section 4. Force Majeure.** No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

**Section 5. Successors and Assigns.** This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

**Section 6. No Third Parties Benefited.** This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

**Section 7. Miscellaneous.** This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

**Section 8. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Section 9.** By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

**Section 10.** 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.

**Section 11.** By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312. The Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**Section 12.** The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials agents, servants, and employees.

**Section 13.** For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

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

SEAL:

ATTEST:

**CULLMAN COUNTY, ALABAMA**

Haley Fullilove  
(Notary Signature)

Jeff Clemons  
County Commission, Chairman

Haley Fullilove  
Type Name

Jeff Clemons  
Type Name (County Commission Chairman)

**THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Chief Counsel, William F. Patty  
Alabama Department of Transportation

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
State Design Engineer, Stanley C. Biddick, PE  
Alabama Department of Transportation

\_\_\_\_\_  
Chief Engineer, Edward N. Austin, PE  
Alabama Department of Transportation

**STATE OF ALABAMA  
ACTING BY AND THROUGH THE  
ALABAMA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this  
\_\_ day of \_\_\_\_, 2021.

\_\_\_\_\_  
Governor of Alabama, Kay Ivey



# CULLMAN COUNTY COMMISSION FISCAL YEAR 2022 BUDGET



October 1, 2021, through  
September 30, 2022



## 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 2020 population of 87,866 people. The County Commission will transition from a three-member body to a five-member body in November 2022.

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.

Chairman: Jeff Clemons

Commissioner Place 1: Kerry Watson

Commissioner Place 2: Garry Marchman

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 for the year. 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, 2021, through September 30, 2022.

## THE BUDGET 2021-2022

The officially adopted budget is on page 4 of this book. The Commission approves the budget at the fund level. This allows flexibility in daily operations for departments to move funds among individual line items as needs arise. The only changes that require future Commission action (via budget amendment) are those which would increase the overall budget for a fund. Each department's budget is divided into three areas (Personnel, Operations, and Capital). Administrative policy doesn't allow for budget transfers to or from the personnel budget. Any budget transfers must occur within the operations and capital budget. This year the budget process began with the Commission setting some priorities. These priorities include road and infrastructure restoration, a revitalization of the employee job descriptions and pay scale, and a maintenance plan for the existing assets of the Cullman County Commission. This budget reflects those priorities and includes a new pay scale based on the updated job descriptions. The road budget will continue to draw down the \$2 million in Restore Cullman County Roads funds allocated by the Commission in 2021, and we have projected an increase in the Rebuild Alabama funds as well. The plan to maintain equipment begins with a rotation plan to better manage the surplus of older equipment and reduce downtime and maintenance costs. A comprehensive review of the real property owned by the County Commission is underway to determine the highest and best use of each. This will include a maintenance plan as well. Personnel numbers have fluctuated over the last several years, but with the pay scale update has come a plan to maintain staffing levels that balance stewardship and productivity. As the Commission has worked toward the priorities this year, the challenge of COVID-19 remains. The pandemic continues to impact labor, equipment, and materials availability. With all these challenges, the outlook for Cullman County is bright as we embrace the growth that our County is experiencing. Through good planning and consistent action, Cullman County will continue to be the premier place to live, work and raise a family in North Alabama.



**NOTICE**

**OFFICIAL NOTICE OF PUBLIC HEARING TO CONSIDER VACATING A 200  
FOOT RIGHT OF WAY AT THE END OF COUNTY ROAD 1266.**

WHEREAS, the Cullman County Commission proposes to vacate a portion of a county road within the County limits of Cullman, pursuant to Ala. Code § 23-4-2 (1975), more particularly described as follows:

County Road 1266 Turnaround in Cullman County, Alabama:

Starting from the Station 11+92 (0+00 located at the intersection of CR 1261 and 1266) and commencing Easterly approximately 35' from the centerline of County Road 1266 at 20' wide, 10' either side of the centerline, all contained on the East side of the existing right of way of County Road 1266 and located in Section 2, Township 9S, Range 4W, Cullman County, Alabama.

WHEREAS, pursuant to Ala. Code § 23-4-2 (1975), the Cullman County Commission is required to hold a public hearing, prior to taking final action;

WHEREAS, a public hearing will take place on Tuesday, October 19, 2021, at 06:00 p.m., at the Cullman County Commission Meeting Room; First Floor; Cullman County Courthouse; 500 2<sup>nd</sup> Avenue, S.W. Cullman, Alabama 35055;

WHEREAS, an action is proposed for the adoption and approval of a Resolution vacating the above-described portion of Cullman County Road;

WHEREAS, said notice is posted in accordance with Title 23-4-2, et.seq. Code of Alabama, 1975. All persons who desire shall have an opportunity of being heard in opposition to or in favor of such resolution. This public notice is posted a minimum of thirty (30) days prior to the date of the public hearing at: Cullman County Courthouse Entrance Bulletin Board.

NOTICE IS HEREBY GIVEN that the provision of the Resolution vacating a portion of Cullman County Road, will be considered by the Cullman County Commission at a Public Hearing to be held on Tuesday, October 19, 2021, at the Cullman County Commission Meeting Room at 06:00 p.m. at which time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of such Resolution or any provision thereof.

Dated this the 16<sup>th</sup> day of September 2021.

BY: /s/ Emily Niezer Johnston

**Emily Niezer Johnston**  
Attorney for Cullman County  
500 Second Avenue, S.W., Room 104  
Cullman, Alabama 35055  
Telephone: (256) 775-4893



		Cullman County								
		Proposed FY 21-22 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	7,300,000	25,069,349	0	25,069,349	22,389,208	2,680,141	25,069,349	7,300,000	0
004	93 Sales Tax- Res.	3,284,476	1,000	0	1,000	0	0	0	3,285,476	1,000
110	Service For COA	0	51,000	0	51,000	51,000	0	51,000	0	0
111	Gasoline Fund	618,028	6,055,000	3,200,899	9,255,899	9,873,927	0	9,873,927	(0)	(618,028)
112	Public Building, Roads, Bridges	4,000,000	2,466,000	0	2,466,000	0	2,486,000	2,486,000	3,980,000	(20,000)
113	Public Hwy & Traffic	0	481,000	0	481,000	0	481,000	481,000	0	0
116	Capital Improvement	630,000	480,000	0	480,000	200,000	280,000	480,000	630,000	0
117	RRR Gasoline	0	1,190,000	346,000	1,536,000	1,536,000	0	1,536,000	0	0
118	Secondary Road	0	346,000	0	346,000	0	346,000	346,000	0	0
120	Reappraisal	0	1,777,950	0	1,777,950	1,777,950	0	1,777,950	0	0
123	Tourism Fund	215,000	66,000	0	66,000	95,000	0	95,000	186,000	(29,000)
124	C.O.A. Fund	10,000	80,000	873,554	953,554	953,554	0	953,554	10,000	0
125	Juvenile Probation	2,000	44,000	305,031	349,041	349,041	0	349,041	2,000	0
126	Program & Substance	61,000	25,000	0	25,000	6,000	10,000	16,000	70,000	9,000
127	Day Treatment Prog.	90,000	31,000	0	31,000	11,000	20,000	31,000	90,000	0
128	Work Release	0	103,635	0	103,635	103,635	0	103,635	0	0
129	Law Library	37,547	15,000	0	15,000	15,000	0	15,000	37,547	0
135	Economic Development	0	12,500	344,967	357,467	357,467	0	357,467	0	0
136	Motor Vehicle Special	30,000	3,000	0	3,000	3,000	0	3,000	30,000	0
150	CARTS Escrow	0	0	676,200	676,200	676,200	0	676,200	0	0
155	C.A.R.T.S.	419,000	1,614,200	275,500	1,889,700	1,213,500	676,200	1,889,700	419,000	0
156	Special Probate fund	29,000	21,000	0	21,000	21,000	0	21,000	29,000	0
166	Sheriff's General Fund	1,100	13,000	0	13,000	5,000	0	5,000	9,100	8,000
201	Judicial Jail Const.	0	180,000	112,344	292,344	0	292,344	292,344	0	0
220	County Rebuild Alabama	78,367	1,150,000	0	1,150,000	1,100,000	0	1,100,000	128,367	50,000
221	Federal Aid Exchange	0	400,000	0	400,000	400,000	0	400,000	0	0
299	Coronavirus Rescue Act Fund	8,135,476	0	0	0	790,838	0	790,838	7,344,638	(790,838)
313	2004 L/Term Note - Jail	0	0	292,344	292,344	292,344	0	292,344	0	0
315	2010 G/O Warrants - New Jail	0	0	670,663	670,663	670,663	0	670,663	0	0
316	CCED Bldg	0	0	22,000	22,000	22,000	0	22,000	0	0
317	222 Interchange-Note	0	225,440	0	225,440	225,440	0	225,440	0	0

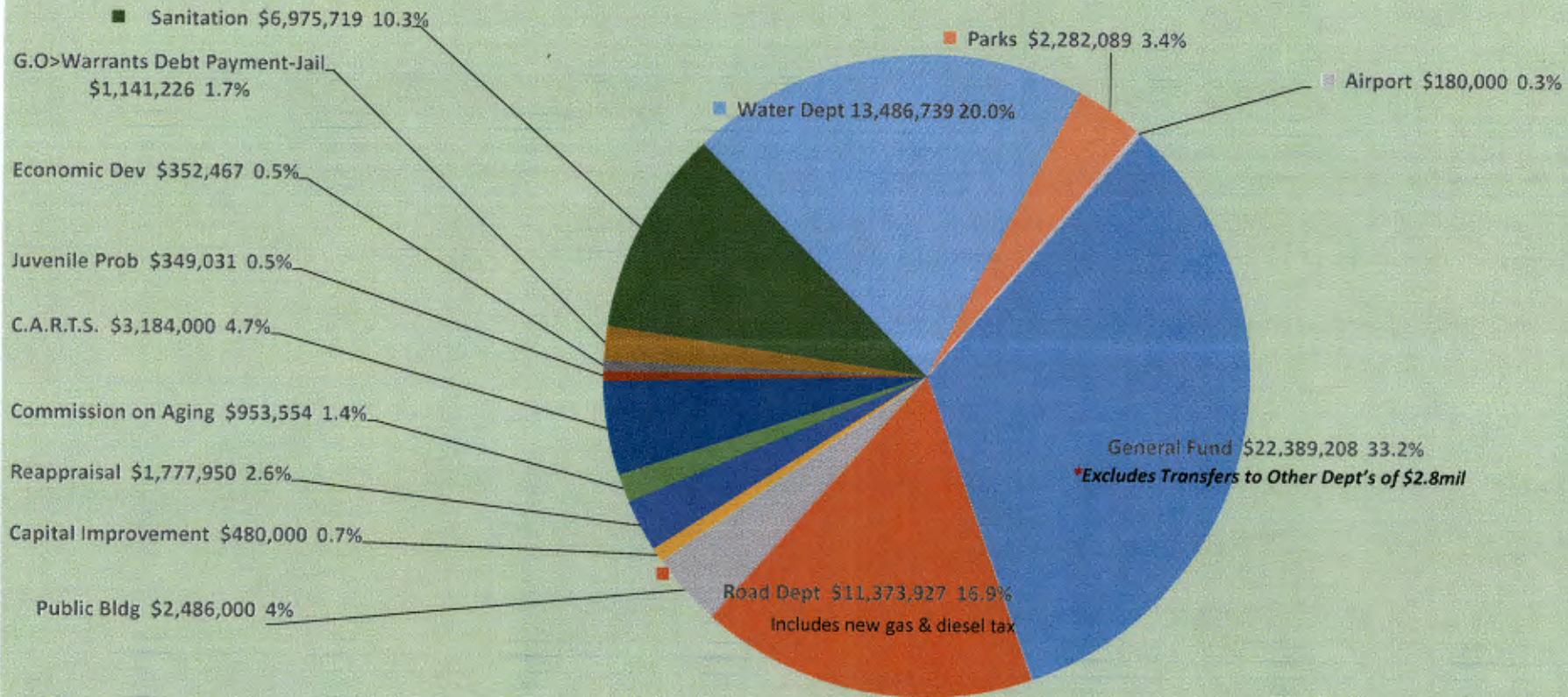


318	Equipment Loan-Premier Bank	0		200,000	200,000	200,000		200,000	0	0
765	District Attorney	20,000	20,000	0	20,000	15,000	0	15,000	25,000	5,000
770	Worthless Check Fee	15,000	50,000	0	50,000	50,000	0	50,000	15,000	0
<b>Total Governmental Funds</b>		<b>24,975,994</b>	<b>41,971,074</b>	<b>7,319,502</b>	<b>49,290,586</b>	<b>43,403,767</b>	<b>7,271,685</b>	<b>50,675,452</b>	<b>23,591,128</b>	<b>(1,384,866)</b>
<b>Proprietary Funds</b>										
511	Sanitation	2,000,000	6,800,000	0	6,800,000	6,975,719	0	6,975,719	1,824,281	(175,719)
512-516	Parks	0	1,551,000	731,089	2,282,089	2,282,089	0	2,282,089		0
518	Equity Inv In Airport account 18900	0	0	180,000	180,000	180,000	0	180,000		0
520	Water	1,000,000	13,486,739	0	13,486,739	13,486,739	0	13,486,739	1,000,000	0
<b>Total Proprietary Funds</b>		<b>3,000,000</b>	<b>21,837,739</b>	<b>911,089</b>	<b>22,748,828</b>	<b>22,924,547</b>	<b>0</b>	<b>22,924,547</b>	<b>2,824,281</b>	<b>(175,719)</b>
<b>Total Budget - FY 21-22</b>		<b>27,975,994</b>	<b>63,808,813</b>	<b>8,230,591</b>	<b>72,039,414</b>	<b>66,328,314</b>	<b>7,271,685</b>	<b>73,599,999</b>	<b>26,415,409</b>	<b>(1,560,585)</b>



# FY 2022 Budget \$67,411,910

\* Transfers Between Funds Are Excluded When Comparing the Total budget



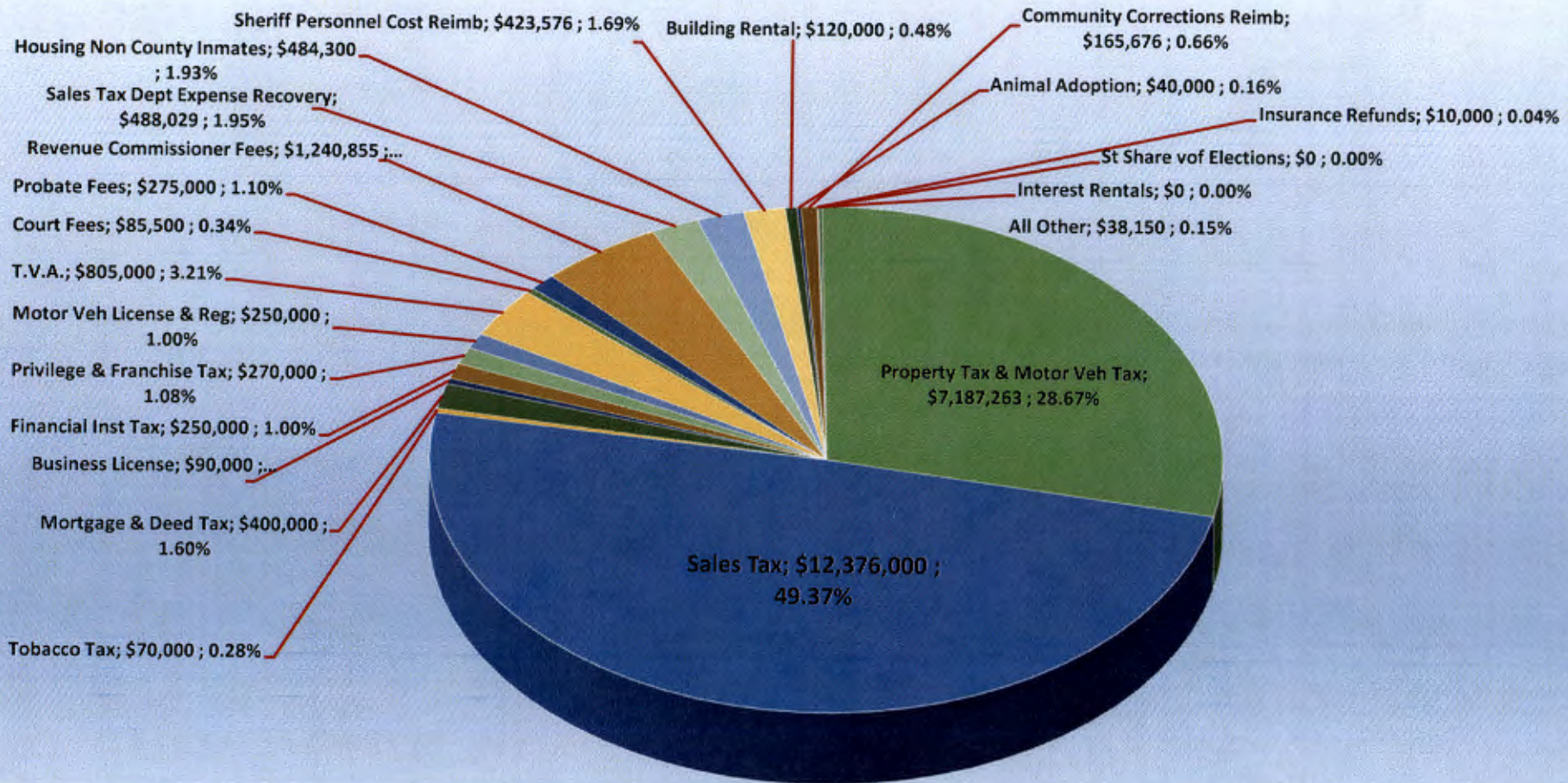


	Budgeted Expense- Major Funds			
	FY 21-22	VS.	FY 20-21	
	Summary			
*** When comparing all Funds you must eliminate transfers between funds in order to avoid duplication				
	FY 21-22	FY 20-21	Variance	
General Fund-Including Transfers	25,069,349.00	23,553,749.00	1,515,600.00	Increase due to new payscale and capital expenses
Less: Transfers to other Departments(COA, Parks, CARTS..)	(2,680,141.00)	(2,475,926.00)	204,215.00	Increase due to reduced CARES funding, etc.
Gasoline Fund- Roads including RRR, Secondary	9,873,927.00	9,837,406.00	36,521.00	Increase in road expenditure based on road plan
Rebuild Alabama	1,100,000.00	983,886.00	116,114.00	Increase in revenue from new gas tax
Federal Aid Exchange	400,000.00	400,000.00	-	
Public Building- includes transfers	2,486,000.00	2,185,007.00	300,993.00	Increase transfer to roads and new equipment loan payment
			-	
Capital Improvement Fund	480,000.00	400,000.00	80,000.00	Increase due to increased revenue
Less: Transfer to Gasoline Fund	(280,000.00)	(200,000.00)	80,000.00	Increase in transfer to roads
Reappraisal	1,777,950.00	1,741,650.00	36,300.00	
Commission On Aging	953,554.00	884,406.00	69,148.00	Increase
CARTS- Includes Depreciation	2,099,365.00	3,184,400.00	(1,085,035.00)	Decrease in capital expenditure
State Juvenile Probation	349,041.00	365,275.00	(16,234.00)	
Economic Development	357,467.00	223,795.00	133,672.00	Increase due to bringing personnel to full staff
General Obligation Warrants- Debt Service on Jail	963,007.00	963,007.00	-	
All Other				
Sanitation	6,975,719.00	7,165,798.00	(190,079.00)	Decrease in capital expenditure
Parks- Smith Lake, Sportsman Lake, Clarkston & OHV	2,282,089.00	2,085,387.00	196,702.00	Increase in Event and Capital Investment but reduced transfer from GF
Equity Investment in Airport	180,000.00	180,000.00	-	



# General Fund FY 2022 Budgeted Revenue

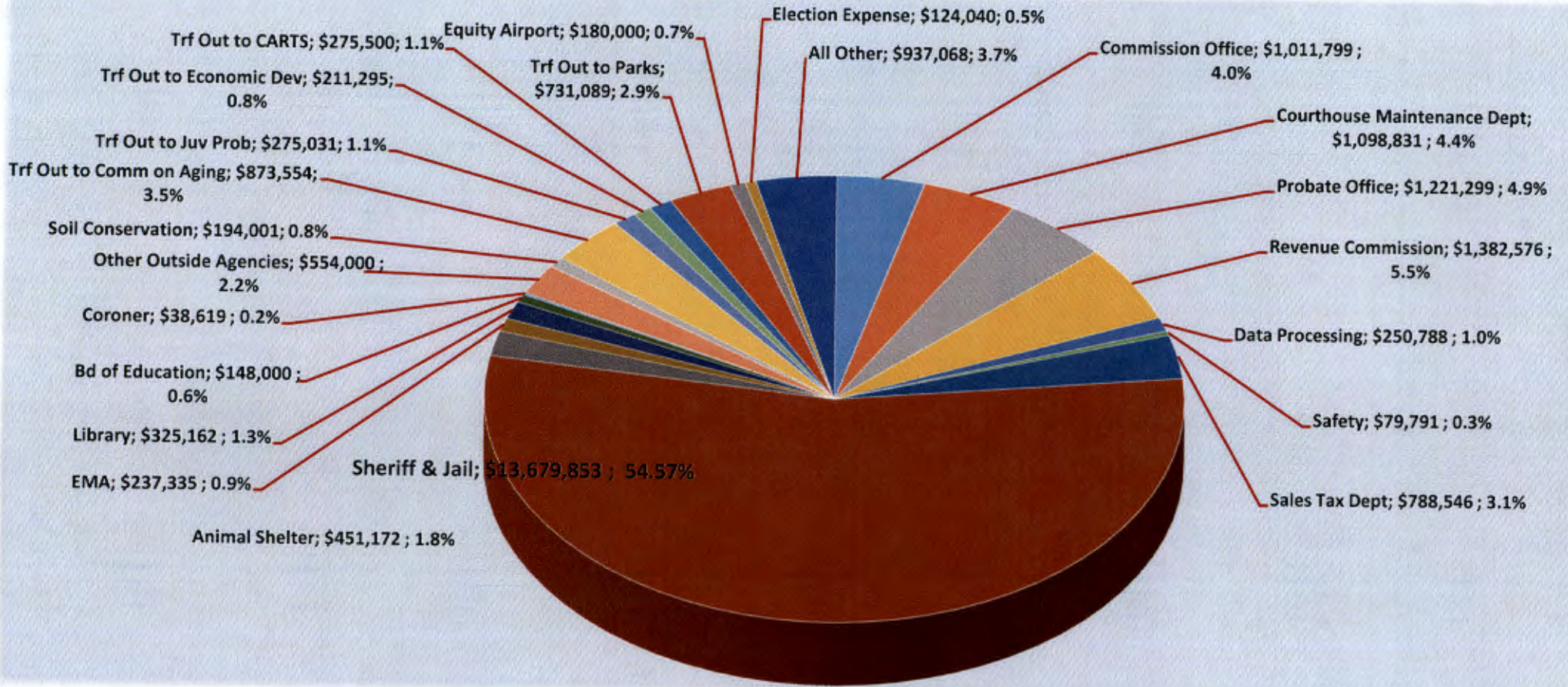
## \$25,069,349





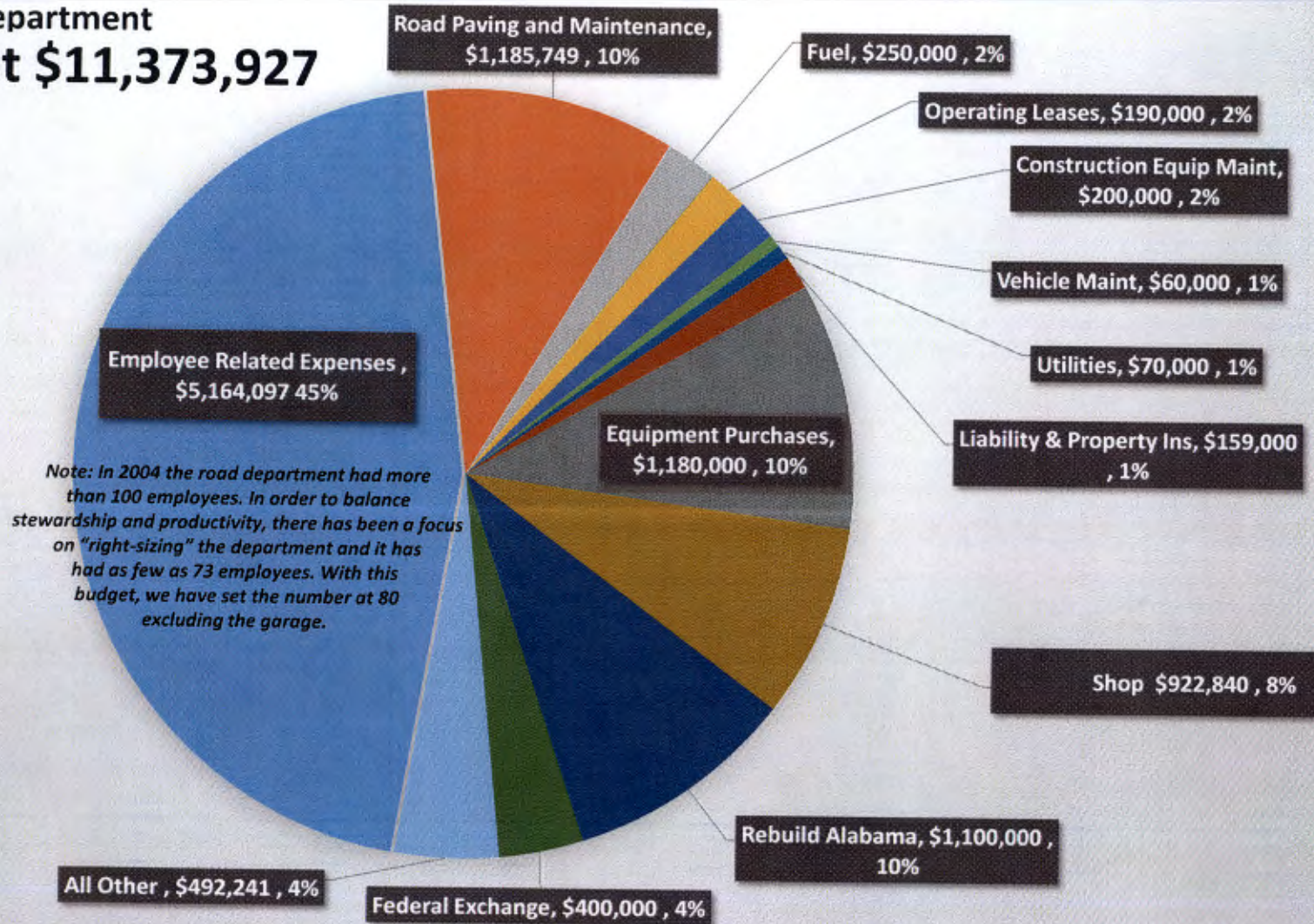
# General Fund FY 2022 Budgeted Expense

## \$25,069,349





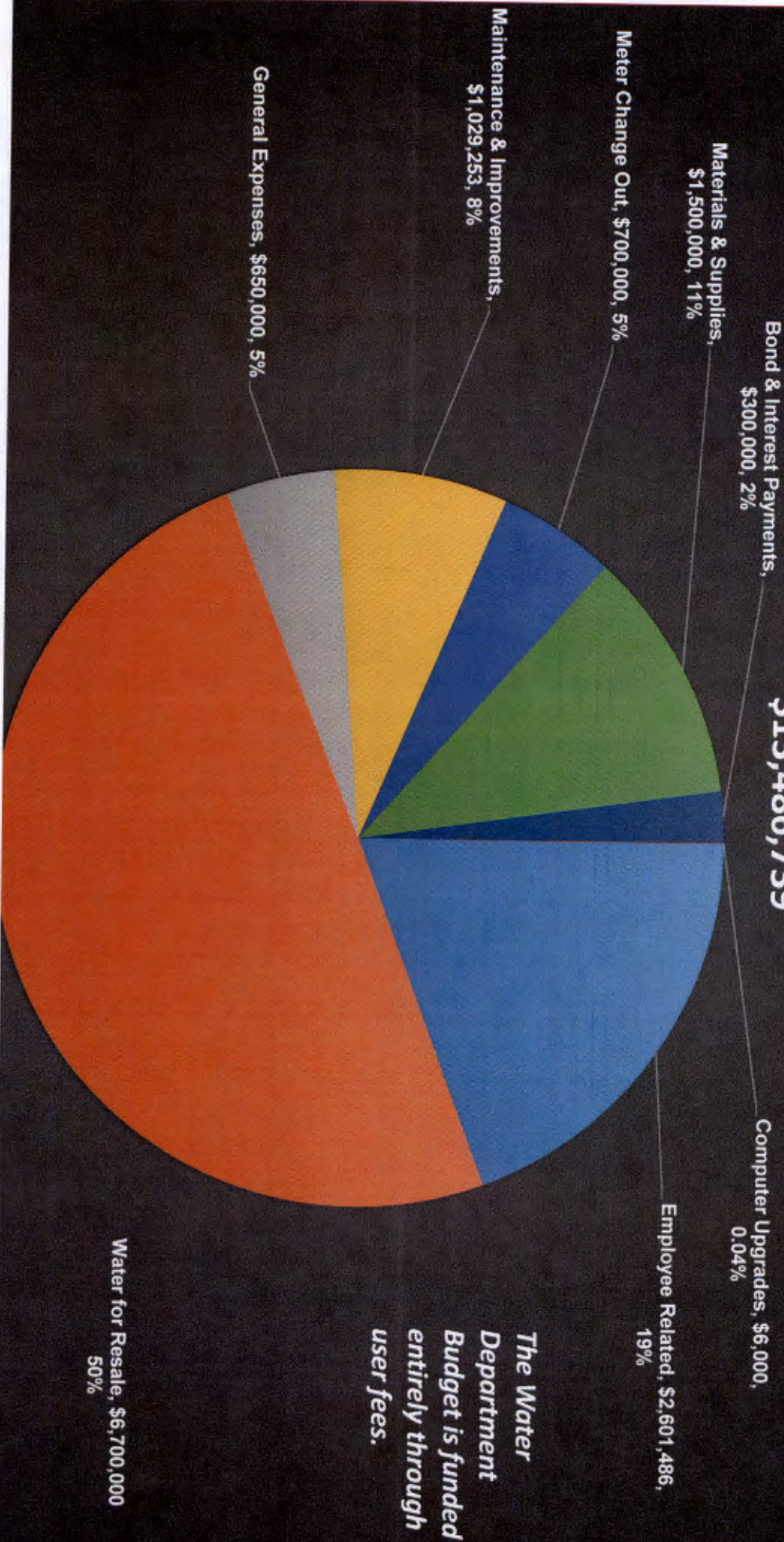
# ROAD Department FY 2022 Budget \$11,373,927





# FY 2022 Water Department Budget

## \$13,486,739



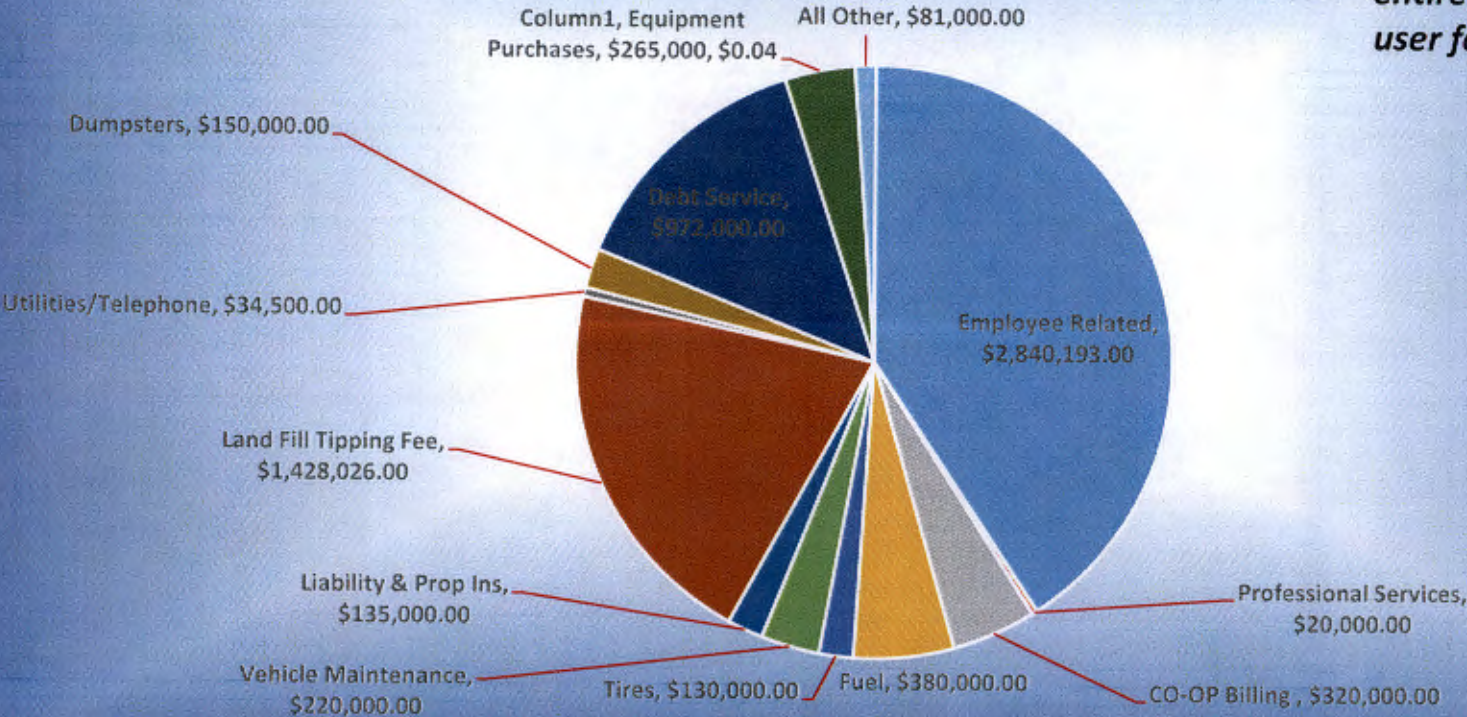
*The Water Department Budget is funded entirely through user fees.*

Water for Resale, \$6,700,000  
50%



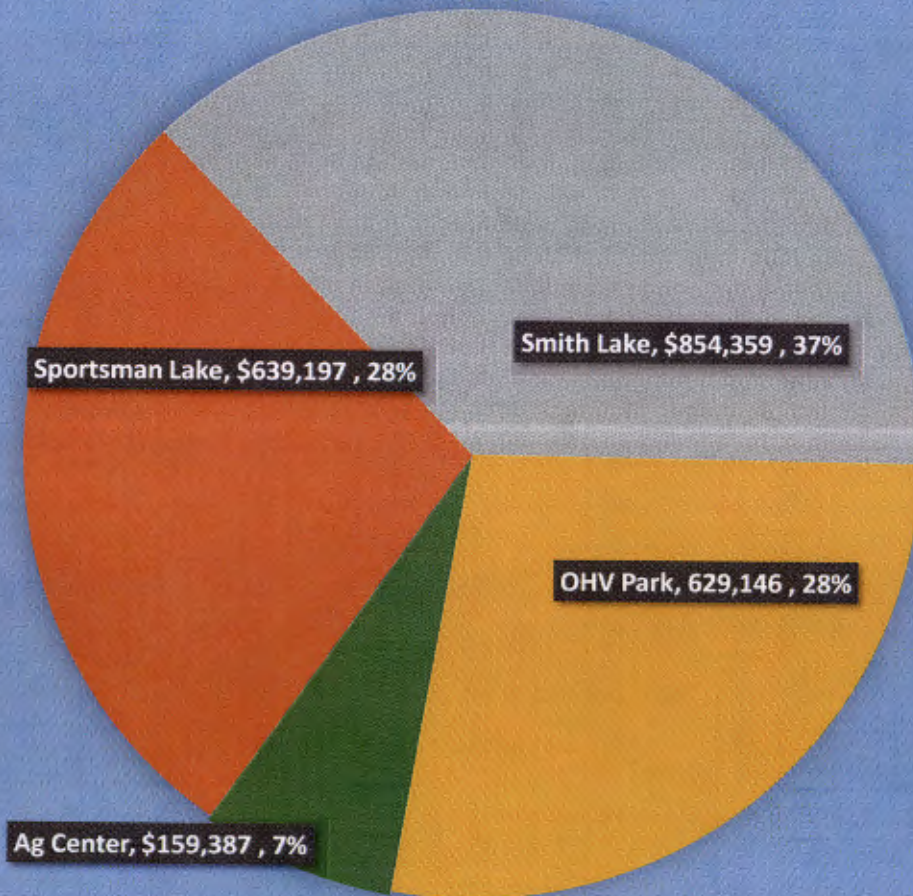
# FY 2022 Sanitation Expense Budget \$6,975,719

*The Sanitation Budget is funded entirely through user fees.*





## PARKS - FY 2022 Budget \$2,282,089



### Revenue Sources

User Fees	\$1,551,000	68%
Transfer From General	<u>731,089</u>	<u>32%</u>
Total	\$ 2,282,089	

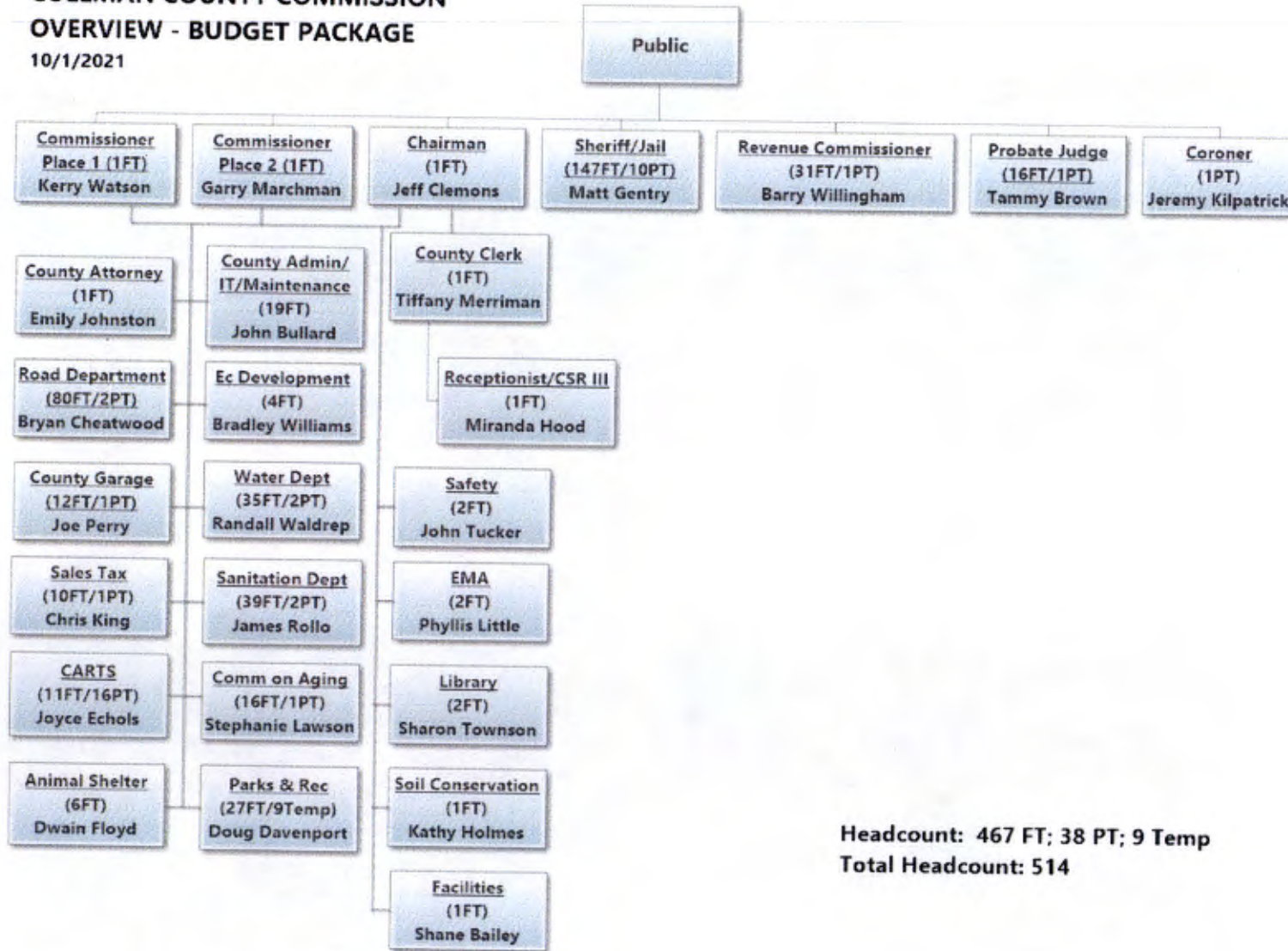


# Appropriations To Outside Agencies

Agency Requesting Funds	Amount Requested	Prior Year Support Amounts
Cullman Elks Veterans Committee	8,000.00	8,000.00
Cullman Festhalle Market Platz Committee Promotion	3,000.00	3,000.00
Industrial Development Board	90,000.00	60,000.00
Soil Conservation	194,001.00	211,437.00
Forestry	24,000.00	24,000.00
Airport	180,000.00	180,000.00
Vol Fire Department	109,000.00	109,000.00
Health Dept	72,000.00	72,000.00
Cullman Area Mental Health	29,000.00	29,000.00
Library- Direct \$115 -Plus 3 County Employees	325,405.00	315,046.00
Chamber of Commerce	5,000.00	5,000.00
Developmentally Disabled-Cullman 310 Authority	60,000.00	60,000.00
Board of Education	148,000.00	148,000.00
Extension Service	40,000.00	40,000.00
Victim Services of Cullman	1,000.00	1,000.00
Agriplex Center	2,500.00	1,000.00
Foster Grandparent(Community Action)	1,000.00	1,000.00
United Way	2,500.00	1,350.00
Good Samaritan Health Clinic	1,000.00	1,000.00
Child Advocacy Center of Cullman	1,000.00	1,000.00
Lighthouse	1,000.00	1,000.00
Wallace State Community College	1,000.00	1,000.00
Friends of the Public Library	5,000.00	
Farm-City	300.00	
VFW Heroes Dinner	500.00	
<b>Total</b>	<b>1,304,206.00</b>	<b>1,272,833.00</b>



**CULLMAN COUNTY COMMISSION  
OVERVIEW - BUDGET PACKAGE  
10/1/2021**

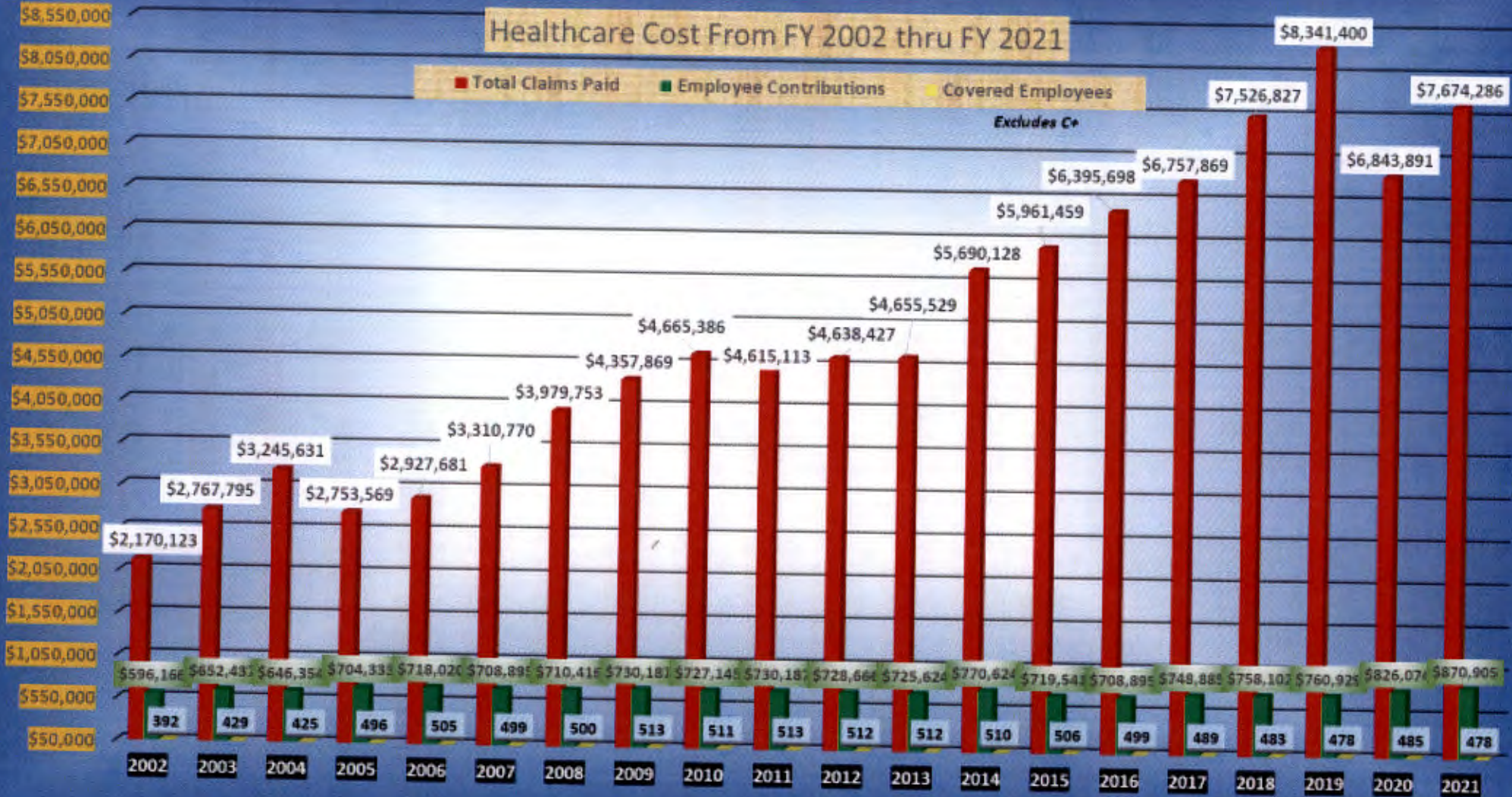


**Headcount: 467 FT; 38 PT; 9 Temp  
Total Headcount: 514**

# Healthcare Cost From FY 2002 thru FY 2021

■ Total Claims Paid ■ Employee Contributions ■ Covered Employees

Excludes Co





# QUOTATION

Date: 9/9/2021  
Quote #: 21-0909AM1  
Valid for: 45 Days

Prepared For: Amber Smith  
256.735.2740  
asmith@cullmansheriff.org

Project: UPS Service Agreement # IT-1059664

Site Address: Cullman County Sheriff's Office  
1910 Beech Avenue, SE  
Cullman, AL 35055

QTY	Description	Price	Extension
1	WADVULTRA-G4-50 (1) Year Advantage Ultra Service Plan for (1) Galaxy 4000 40 to 50 kVA UPS Serial Number: P05-10205	\$3,750.00	\$3,750.00
1	WUPG4HR-UG-01 1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for up to 40 Kva Serial Number: P05-10205	\$719.00	\$719.00
1	WBPMV-UG-01 Semi Annual, Battery Preventive Maintenance Visit during Normal Business Hours Serial Number: J05-15152 Coverage Period: 12 SEP 2021 - 11 SEP 2022 OPP Reference: OP-200514-9648447	\$760.00	\$760.00

<b>Please make all Purchase Orders to:</b> <b>Johnston Technologies, Inc.</b> <b>130 Seaboard Lane, Suite A-13</b> <b>Franklin, TN 37067</b>	Subtotal	\$5,229.00
	TN Sales Tax	n/a
	<b>Total</b>	<b>\$5,229.00</b>

**CANCELLATION POLICY:** Please note, if project is cancelled within 24 hours of scheduled work, purchaser is subject to fee of up to 50% of quoted amount.

Terms are Net 30 Days

Alise Johnston, Johnston Technologies Inc. Representative Alise.Johnston@johntech.com	Accepted by: _____  Date: _____
--	---------------------------------------

STATE OF ALABAMA     )  
  )  
COUNTY OF CULLMAN    )

**AGREEMENT**

This Agreement (this "**Agreement**") is made and entered into as of the 21 day of September, 2021, by and between the Cullman County Commission, a governmental entity of the State of Alabama located at 500 2<sup>nd</sup> Ave SW, Cullman, AL 35055, (the "**County**"), and Willoughby Roofing and Sheet Metal, Incorporated an incorporated company domiciled in the State of Alabama at 111 2nd Ave NE, Cullman, AL 35055 (the "**Developer**") and/or successors and assigns collectively referred to as the "**Parties**" for the following uses and purposes:

**RECITALS**

**WHEREAS**, the City of Cullman recognizes the public need and economic and industrial benefit for the Parties through mutual sales tax, job creation, and other benefits to allow for Cullman County and Willoughby Roofing and Sheet Metal, Inc., to discharge wastewater into the City of Cullman's sewer system. The County and Developer agree to share the expense of the Pump Station maintenance. The Developer agrees to pay County invoices reflecting the cost of the electricity at the Pump Station. The County agrees to allow the Developer to connect to the existing Pump Station located on County property.

**WHEREAS**, Developer is an industrial plant relocating its industrial plant site at 17721 US-31 N Cullman, AL 35058; and

**WHEREAS**, Developer is the owner of that certain real property located within the jurisdictional boundaries of Cullman County, Alabama.

**WHEREAS**, the Developer's success is dependent upon being serviced with adequate and essential sanitary sewer as an industrial user; and

**WHEREAS**, the Cullman County Commission is the owner of that certain real property, hereinafter referred to as the "AG Center," located within the jurisdictional boundaries of Cullman County, Alabama, and is deemed a commercial user of wastewater services of the City of Cullman; and

**WHEREAS**, the Cullman County Commission does not currently have the infrastructure to provide the necessary wastewater services required to the Developer, and AG Center and has thus contributed its wastewater discharged within the jurisdiction of Cullman County to the City of Cullman's wastewater system; and



**NOW, THEREFORE**, in consideration of the foregoing premises, the County and Developer hereby agree as follows:

In furtherance of the purpose of this Agreement, the County, for and during the term of this Agreement, states as follows:

- 1) The power supplied to the Pump Station, located at the AG Center, will be invoiced to the Developer monthly. Both parties agree that the average cost of the monthly bill is \$50.00. In the event, the bill increases by 200%, the Developer will be notified prior to submission of invoice for payment.
- 2) Provide the Developer with access to the Pump Station and will notify the Developer in the event the Pump Station is not in working order and requiring maintenance.
- 3) The pump station was installed on or about June 2021, with a contract for services through St. John and Associates. In the event there is a maintenance issue, any and all warranties will be reviewed and discussed prior to repair.
- 4) Maintenance bills will be divided based on the amount of use by both parties. To determine the use, each party will submit water and sewer bills from the previous year for comparison. In the event a year's worth of bills are not available, bills will be reviewed

RESOLUTION NUMBER 2021-37

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

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2021 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 21st day of September 2021.

ATTESTED:

  
County Clerk

  
Chairman, County Commission

I, the undersigned qualified and acting clerk of Cullman County, Alabama, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County.

shall be made by the Cullman County Commission. The County reserves the right to terminate this Agreement effective immediately upon violation by the Developer regarding the property owned by the County.

### **MISCELLANEOUS**

- 1) This Agreement shall become effective as of the date hereof and shall continue in full force and effect and run until terminated by the Developer once the Developer has the wastewater capabilities to support the Developer's wastewater contributions.
- 2) It is mutually agreed by all Parties that this Agreement, the covenants, conditions, limitation, restrictions, and undertakings herein contained shall apply to and are binding upon the Parties and their heirs, executors, administrators, successors, and assignees. If there is an assignee, the Developer will provide thirty (30) day notice to the County.
- 3) Nothing herein shall be construed to be a partnership or joint venture between the Parties.
- 4) This Agreement represents the entire Agreement between the Parties and cannot be amended unless in writing between the Parties. No term, provision, or condition of this Agreement shall be altered, amended, or departed from or be held or construed to have been waived except by the unanimous agreement and consent of all Parties to this Agreement.

### **SEVERABILITY**

If any paragraph, subparagraph, sentence, clause, phrase or word of this Agreement, or the application thereof, to any party, or to any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement or the application of such provision to the other parties, or to any other persons or circumstance shall not be affected thereby. Each party hereby declares that it would have entered into this Agreement and each paragraph, subparagraph, sentence, clause, phrase, and word thereof irrespective of the fact that one or more paragraphs, subparagraphs, sentences, clauses, phrases or words, or the application thereof to any party or any other person or circumstance, be held invalid.



**NOTICE**

**COUNTY**

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

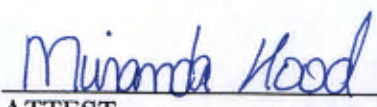
**DEVELOPER ADDRESS**

Willoughby Roofing and Sheet Metal, Inc.  
ATTN: Kyle Willoughby  
111 2<sup>nd</sup> Ave NE  
Cullman, Alabama 35055


DONE, this the 21<sup>st</sup> day of September, 2021.

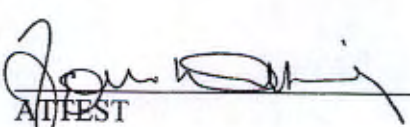
**CULLMAN COUNTY COMMISSION**

By:   
Its: Chairman

  
ATTEST

**DEVELOPER**

By:   
Its: Vili President

  
ATTEST



## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc. dba Trane  
301 James Record Road  
Building 200, Suite 100  
Huntsville, AL 35824

**Company Name**

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

**Trane Representative**

Paul Reutter  
Cell: (256) 759-9144  
Office: (256) 850-7600

**Site Address:**

Cullman County Detention Center  
1900 Beech Avenue SE  
GOOD HOPE, AL 35055  
United States

**Proposal ID**

3062260

**Service Contract Number**

H-2719903

**Contact Telephone Number for  
Service**

(256) 850-7600

**Quote Number / Co-op Contract  
Number**

27-242464-21-001/USC 15-JLP-023

September 9, 2021





## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

#### TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

##### Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

#### REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.





## Assigned Service Team

Your local service team will also consist of a Service Coordinator, Service and Controls Account Manager, Service Manager, Rental Services Account Manager and one or more service technicians that will be available to support your site. All of our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems and will be familiar with your service requirements, your HVAC equipment and your facility.

### Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

### Trane Rental Services and Trane Supply Rental Services

Trane Rental Services meets the temporary HVAC and power needs of customers by providing state-of-the-art equipment and expertise when and where it's needed. We have a dedicated Rental Account Manager that works out of our Huntsville Trane Office.

#### **Rental Equipment:**

- Air-Cooled chillers (10-500 ton)
- Water-Cooled chillers (225-1,000 ton)
- Cooling Towers (250, 270, 500 and 750 ton)
- Packaged AC with Electric Heat (25, 35 and 50 ton)
- Vertical AC/Heat Tent Units (10, 20 and 30 ton)
- Air Handlers (5,000 - 25,000 cfm)
- Generators (36-1,450 kW)
- Ancillary Equipment (hose, cable, pumps, transformers and duct) n Oil-Free Air Compressors and Dryers (800 and 1,500 cfm)

Trane Supply is the local parts store located in Huntsville. We have the OEM and Non –OEM parts, supplies, replacement equipment and portable cooling units (rental and sales).

- Portable Cooling Units (13,200 BTU/H)
- Portable Heat Pump Units (Cooling Capacity 14,600 BTU/H, Heating Capacity 13,700 BTU/H)

## Monthly & Quarterly Planning & Review Meetings

Trane will perform monthly and/or quarterly planning and review meetings. These meetings will consist of owning and operating cost reviews, T&M, quoted, and capital projects and service planning and reviews. Trane will also continue to support site protocols such as LOTO program and refrigerant monitoring programs. Trane will also continue to work with BASF on emergency contingency planning, building automation planning, HVAC asset management and budget planning, HVAC replacements and new equipment additions.

## Priority Service

- Priority service, available 24-hours a day, giving your facility precedence during urgent situations. Typical response time is 2 hours and may depend on the situation and what is agreed upon at the time of the service request.

## Obtaining Service

- To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement.





Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag	Location
10 Ton PKGD Gas RTU	1	Trane	YHC120F3RZ	190712476L	RTU-23	Sherriff Bldg
10 Ton PKGD Gas RTU	1	Trane	YHC120F3RZ	190712473L		Sherriff Bldg
10 Ton PKGD Gas RTU	1	Trane	YHC120F3RZ	190712474L		Sherriff Bldg
10 Ton PKGD Gas RTU	1	Trane	YHC120F3RZ	190712475L		Sherriff Bldg

**Description**

Precedent Cooling Pre-Season Annual Maintenance (Service 3)  
 Precedent Heating Pre-Season Annual Maintenance (Service 4)

**Quantity Per Term**

1  
 1

**Service 3: Precedent Cooling Pre-Season Annual Maintenance Description**

- Unitary Visual Equipment Inspection
- Condenser Coil Cleaning
- Electrical Inspection

**Service 4: Precedent Heating Pre-Season Annual Maintenance Description**

- Unitary Visual Equipment Inspection
- Start Up Seasonal Heating (Gas)

**SITE COVERAGE**

Cullman County Detention Center	1900 Beech Avenue SE, GOOD HOPE, AL 35055, United States
---------------------------------	--





**Cancellation by Customer Prior to Services; Refund**

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**COVID-19 National Emergency Clause**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p>_____                      Authorized Representative</p> <p><i>Jeff Clemons</i>                      Printed Name</p> <p><i>Chairman</i>                      Title</p> <p>_____                      Purchase Order</p> <p><i>09-21-2021</i>                      Acceptance Date</p>	<p>Trane Canada ULC</p> <p>_____                      Submitted By: Paul Reutter</p> <p>Proposal Date: September 9, 2021                      Cell: (256) 759-9144                      Office: (256) 850-7600                      License Number: AL-15136</p> <p>_____                      Authorized Representative</p> <p>_____                      Title</p> <p>_____                      Signature Date</p>

The Initial Term of this Service Agreement is 1 year, beginning September 1, 2021.  
 Total Contract Amount: \$16,658.57 USD.





included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear, end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. COVID-19 LIMITATION ON LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits





## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



**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

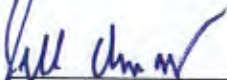
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Cullman County for the period October 1, 2021 through September 30, 2022.
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. 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 Detention Center



Chairman, County Commission

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

\_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

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



ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2021– 2022

The Alabama Department of Youth Services hereby awards to

**Cullman County Commission**  
(Fiscal Agent, hereinafter called Recipient)

the amount of **One hundred eighty-four thousand three hundred forty and no/100 dollars (\$184,340.00).**

These funds shall be used for non-residential diversion services for *Cullman County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Cullman County Juvenile Court (CCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that the program will provide diversion services to 16 youth annually with an ongoing capacity of 8 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

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

*The Cullman County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment. This program shall provide services to Cullman County youth.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 12 – 17
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the *Cullman County Juvenile Court (CCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program.
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis (GIMS outcome measures).
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.



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

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

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

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

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

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

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

BY: \_\_\_\_\_

Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_

Legal Review  
Accepted as to form only.

**ACCEPTANCE OF AWARD**

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

*Diversion Program (Director/Agent)*

BY: \_\_\_\_\_

*Cullman County Commission (Fiscal Agent)*



ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2021 – 2022

The Alabama Department of Youth Services hereby awards to

**Cullman County Commission**  
(Fiscal Agent, hereinafter called Recipient)

the amount of Seventy-three thousand seven hundred seventy-six and no/100 dollars (\$73,776.00).

These funds shall be used for non-residential diversion services for *Blount County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Blount County Juvenile Court (BCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to 6 youth annually with an ongoing capacity of 3 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

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

*The Blount County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 12 – 17
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the *Blount County Juvenile Court (BCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.



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

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

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

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

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

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

### ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: \_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only

### ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
*[Signature]*  
Diversion Program (Director/Agent)

BY: \_\_\_\_\_  
*[Signature]*  
Cullman County Commission (Fiscal Agent)



ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2021 – 2022

The Alabama Department of Youth Services hereby awards to

**Cullman County Commission**  
(Fiscal Agent, hereinafter called Recipient)

the amount of Sixty-nine thousand eighty-four and no/100 dollars (\$69,084.00).

These funds shall be used for non-residential diversion services for *Jackson County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Jackson County Juvenile Court (JCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to 6 youth annually with an ongoing capacity of 3 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

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

*The Jackson County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 11 – 17
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the *Jackson County Juvenile Court (JCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.



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

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

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

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

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

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

### ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: \_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only

### ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
*[Signature]*  
Diversion Program (Director/Agent)

BY: \_\_\_\_\_  
*[Signature]*  
Cullman County Commission (Fiscal Agent)



ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2021 – 2022

The Alabama Department of Youth Services hereby awards to

**Cullman County Commission**  
(Fiscal Agent, hereinafter called Recipient)

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

These funds shall be used for non-residential diversion services for *Lauderdale County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Lauderdale County Juvenile Court (LCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to 14 youth annually with an ongoing capacity of 7 youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

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

*The Lauderdale County Youth Advocate Program (YAP) is a community-based program that stems on working in concert with the family, the community, and other referring agencies to develop and implement individualized service plans and assessments. Service plans include strength-based practices, the wraparound approach, family group conferencing and positive youth development. Each youth is assigned a supportive adult role model or advocate. Youths that are eligible to work are assisted with job seeking skills and transportation to secure and maintain employment.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 10 – 17
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- Be developed by or in collaboration with the *Lauderdale County Juvenile Court (LCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.



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

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

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

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

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

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

#### ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: \_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only

#### ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
*Diversion Program (Director/Agent)*

BY: \_\_\_\_\_  
*Cullman County Commission (Fiscal Agent)*





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

## WORKERS' COMPENSATION INFORMATION PAGE

**PARTICIPANT:**  
Cullman County Commission  
500 2nd Ave SW, Rm 202  
Cullman, Alabama 35055

**DATE PREPARED:** 09/01/2021

**ACCOUNT NUMBER:** 008621003300  
**CONTRACT PERIOD:** 10/1/2021 to 10/1/2022

### Estimated Billing

Code	Sub	Classification of Operations	Payroll & Production	Rate	Estimated Annual Contribution
5506	00	St/Rd Constr/Pav-Incl Drivers	2,428,521.45	5.63	\$136,725.76
7380	00	Drivers, Chauffeurs	422,902.83	4.75	\$20,087.88
7520	00	Waterwks-Incl Sales/Drivers	1,091,577.28	2.69	\$29,363.43
7720	00	Sheriff's Department	6,076,566.48	3.28	\$199,311.38
8380	00	County Shop/Auto & Truck Repair	701,264.97	3.01	\$21,108.08
8810	00	Clerical Office Employees Noc	5,037,140.30	0.16	\$8,059.42
8820	00	Attorneys All Employees	149,190.24	0.15	\$223.79
8831	00	Hospital-Vet & Drivers	222,370.93	1.55	\$3,446.75
8832	00	Coroner	26,821.51	0.35	\$93.88
8835	00	Public Health	0.00	2.58	\$0.00
8864	00	Social Services Organization	184,327.67	1.82	\$3,354.76
9015	00	Building Custodian	318,572.56	3.37	\$10,735.90
9102	00	Parks-Incl Drivers	648,841.30	2.67	\$17,324.06
9403	00	Garbage Coll-Incl Drivers	1,232,279.93	6.81	\$83,918.26
9410	00	County Employees, Incl Drivers	1,860,317.39	2.11	\$39,252.70

<b>Total Manual Contribution</b>	\$573,006.04
<b>Total Fund Adjustments/Discounts</b>	\$-68,521.80
<b>Total Limited Normal Contribution</b>	\$504,484.24
<b>Amount Due – Fund</b>	<b>\$504,484.24</b>
<b>Experience Modification</b>	0.96

**If Paid on Time**  
10-01-21 - 10-31-21  
\$504,484.24

**Avoid These Penalties**

<b>2% added 11-01-21</b> \$10,089.68	<b>+ 8% added 12-01-21</b> \$41,165.91
After 11-01-21, Pay \$514,573.92	After 12-01-21, Pay \$555,739.84

**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



## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT IS MADE THE 21st DAY OF September, 2021, BY AND BETWEEN THE North Central Alabama Regional Council of Governments (hereinafter referred to as the "COVERED ENTITY") AND Cullman County Commission. (Hereinafter referred to as the "BUSINESS ASSOCIATE").

**WHEREAS, COVERED ENTITY** maintains and operates offices in the State of Alabama and has an obligation under the Privacy Rule of the Health Insurance Portability and Accountability Act, Public Law 104-191, to protect the privacy of health information on the clients it serves; and **WHEREAS, BUSINESS ASSOCIATE** provides ancillary services which assist or complement **COVERED ENTITY** in the carrying out of its mission of providing individual and family assistance and services, including public assistance benefits to its clients and thus may from time to time have access to confidential health information of those clients;

**NOW THEREFORE**, the parties agree as follows:

### 1. Definitions

Catchall definition: Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in 45 C.F.R. Sections 160.103 and 164.501.

#### Examples of specific definitions:

- (a) Business Associate. "Business Associate" shall mean the same person or entity listed above as Business Associate.
- (b) Covered Entity. "Covered Entity" shall mean the State of Alabama Department of Senior Services, including all local Area Agencies on Aging.
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CP.R. Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CF.R. Section 164.501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.



- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a sub DSP, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available in a timely manner to the Covered Entity, or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (g) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
- (h) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this Agreement to permit Covered Entity to respond in a timely manner to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

### **3. Permitted Uses and Disclosures by Business Associate**

#### **General Use and Disclosure Provisions**

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Business Associate may use



Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).

- (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502 (j) (I).

#### **4. Obligations of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **5. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### **6. Term and Termination**

- (a) Term. The Term of this Agreement shall be effective as of the day first written above, and shall terminate when all of the Protected Health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible or illegal to return or destroy protected Health Information or, if for any other reason the business associate decides not to destroy or return PHI to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by covered Entity;
  - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or;
  - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
- (c) Effect of Termination



- (1) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless unfeasible or illegal to do so or the business associate for any other reason decides not to return or destroy the PHI. This provision shall apply to Protected Health Information that is in the possession of subDSPs or agents of Business Associate.
- (2) Business Associate shall extend the protections of this Agreement to such Protected Health information for so long as Business Associate maintains such Protected Health Information.

**7. Miscellaneous**

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-91
- (c) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

**EACH PARTY** has caused this agreement to be properly executed on its behalf as of the date first written above.

FOR: Cullman County Commission  
Business Associate

BY: Jeff Demons, Chairman  
(Printed Name and Title)

Jeff Demons (Signature) 09.21.2021 (date)

FOR: North Central Alabama Regional Council of Governments  
Covered Entity

BY: Robby Cantrell, Executive Director  
(Printed Name and Title)

\_\_\_\_\_  
(Signature) (date)



**NORTH-CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING SENIORX CONTRACT**

THIS CONTRACT is entered into by and between the North Central Alabama Regional Council of Governments Area Agency on Aging, hereinafter referred to as NARCOG, and **Cullman County Commission**, a body corporate in the State of Alabama, hereinafter referred to as the Contractor.

The Contractor and NARCOG agree to carry out the objectives and activities of the project entitled, Alabama SenioRx Prescription Assistance Program. The Contractor agrees to work with the grantee to facilitate a collaboration of aging network agencies and other appropriate entities, including local employers and organizations, to demonstrate the effectiveness of our goal to provide a prescription assistance program for eligible clients, thus reducing risk factors associated with chronic disease.

**I. DEFINITIONS.**

- A. **Contractor**: The entity, public or private, which through this agreement and other activities will assist NARCOG in the implementation of an Area Plan component or activity specifically referenced in any contract covered under this agreement.
- B. **Alabama SenioRx Program**: A state program that assists individuals that meet outlined guidelines in obtaining medication at a discounted/free rate.
- C. **Area Plan**: The Area Plan for Aging for the North Central Alabama Regional Council of Government's Planning and Service Area.
- D. **Department**: The State of Alabama Department of Senior Services.

**II. CONTRACTOR AGREES:**

- A. **Manner of Service Provision.**  
The Contractor shall, in a timely, competent, and satisfactory manner perform and report to NARCOG the services described in *Scope of Services*, **EXHIBIT 1**, attached hereto and made a part of this Contract.
- B. **Service Performance Reports.**  
The Contractor agrees to complete and provide the service performance reports listed in the *Scope of Services*, **EXHIBIT 1**. NARCOG reserves the right to amend or edit content and format of the reports, as well as add additional reports as required for program provision and performance. NARCOG will provide all reports in usable formats to the Contractor at the outset of the contract.
- C. **Outreach.** The Contractor shall conduct outreach in a manner designed to target



potentially eligible individuals. Outreach is initiated by the Contractor and is an intervention with individuals for the purpose of identifying potential participants and encouraging their use of existing services and benefits.

D. **Bi-annual Training.**

NARCOG SenioRX Coordinator will conduct bi-annual training with all SenioRX contractors beginning with FISCAL year 2022. All contractors are required to attend training to maintain contract.

E. **Funding Requirements.**

1. The Contractor shall use a reasonable portion of the funds made available under this Contract to acquire internet services to be used in the registering of clients in the prescription program and reporting of data to NARCOG and ADSS.
2. The funds shall also be used to help fund the salary of the Alabama SenioRx Coordinator responsible for registering clients in the prescription program.
3. The Contractor agrees to meet the goals as outlined in this contract in relation to the number of clients served and the number of new clients served.
4. The Contractor agrees to the funding requirements of this Contract.

F. **Request for Funds.**

1. Expenditures must be incurred during the contract period in order to be eligible for reimbursement.
2. The Contractor shall submit a quarterly Request for Reimbursement in writing to NARCOG no later than the 15<sup>th</sup> day of the month following the end of the quarterly reporting period. The schedule of due dates is outlined in **EXHIBIT 1, ATTACHMENT 1.**

G. **Payment of Funds.**

1. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum stated in **EXHIBIT 2, SenioRx Funding Allocation.** This amount may change based upon Notice of Grant Award (NGA) received from the Department for FY 2022.
2. Payment of funds shall be made by NARCOG to the Contractor on a quarterly basis only when a properly completed Request for Reimbursement has been submitted in writing.
3. Itemized and signed receipts for all expenditures shall be retained by the Contractor for review by NARCOG or State Examiners of Public Accounts.



- H. **Contract Assurances.** The Contractor agrees to abide by the assurances as stated in **EXHIBIT 3**:
- I. **Subcontracts.** None of the work or services covered by this Contract shall be subcontracted by the Contractor to any other individual, agency, organization or company.
- J. **Computers and Other Data Devices.** The Contractor agrees to take all necessary precautions to safeguard computer equipment and other data devices. Contractor agrees to annually update Anti-Virus software. Contractor is responsible for all maintenance of said computers and devices while in their possession. All computers and devices used away from the office containing participant information must be encrypted to protect the confidential information of participants. The Contractor shall immediately report any accidents or virus-related problems, as well as all lost or stolen computers or devices, to NARCOG's Director of Aging.
- K. **Record Retention.**
1. **Fiscal Records.** All required fiscal records and are required to be retained for a specified period of three (3) years from the termination date of this contract.
  2. **Program Records/Client Files.** All reports, client files closed within that fiscal year, and any other program records and supporting documentation must be retained by the Contractor for three (3) years from the termination date of this contract.
- L. **Confidentiality.** No information obtained from or pertaining to an individual as a result of this contract will be disclosed in a form which shall identify an individual. The Contractor further agrees to protect the confidentiality of potential, active, and previous clients who received services. The Contractor is responsible for familiarizing personnel with confidentiality policies.

The Contractor is responsible for developing and implementing procedures and policies that adhere to the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor must:

1. Adopt written privacy policies to protect participant privacy.
2. Train staff.
3. Designate a privacy officer.
4. Ensure that business associates protect participant privacy.
5. Provide a copy of the privacy notice to each participant no later than the date of first service delivery.

6. Make a good faith effort to obtain a written acknowledgement from each participant of the receipt of the privacy notice described above, except in emergency situations.
7. Have copies of the privacy notice available for the participants and their families.
8. Post the notices in a prominent location in offices.

The Contractor must also sign the HIPAA Business Associate Agreement stating it will adhere to all rules and requirements contained therein.

M. **Publicity and Recognition.**

The Contractor will provide copies of all materials, reports, documents, etc., produced by the project with funds provided through this award to NARCOG. Any major publicity given to this program must acknowledge that the program is funded in part by a grant from NARCOG, in cooperation with the Alabama Department of Senior Services. Printed materials must have:

1. Sponsorship statement: *"This program is funded in part by the Alabama Department of Senior Services and the North Central Alabama Regional Council of Governments, Area Agency on Aging."*
2. Logos for NARCOG and the Alabama Department of Senior Services will be provided by NARCOG.

III. **CONTRACTOR AND NARCOG MUTUALLY AGREE:**

A. **Effective Dates.**

1. This contract shall begin on **October 1, 2021** or on the date that the contract has been signed by both parties, whichever is later.
2. Delivery of services being provided under this contract shall end on **September 30, 2022**
3. :

B. **Notice & Contact Information.**

The name, address, telephone number, fax number and e-mail address of the contract manager for NARCOG is:

Name: Tennille Harkins, Area Agency on Aging  
Director

Physical 216 Jackson Street, S.E.

Address: Decatur, AL 35601

Mailing P.O. Box C

Address: Decatur, AL 35602

Phone: (256) 355-4515, Extension 261

Fax: (256) 351-1380

E-mail: Tennille.harkins@adss.alabama.gov

The name, address, telephone number, fax number and e-mail address of the



Contractor's designated SenioRx Coordinator responsible for administration of the program for the Contractor is:

Name: Ellen Robertson  
Physical  
Address: 1539 Sportsmans Lake Rd NW  
Cullman, AL 35055  
Mailing  
Address: P.O. Box 1706, Cullman, AL 35056  
Phone: 256-734-1241  
Fax: 256-734-1280  
E-mail: erobertson@co.cullman.al.us

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

- C. **Payee Information.** The name and mailing address of the official payee to whom the payment shall be made:

Name: Cullman County Commission on Aging  
Address: P.O. Box 1706  
Cullman, AL 35056

- D. **Renegotiation, Modification and Termination.** All parties must give a written 30-day notice of renegotiation, modification, and termination of the terms of this contract.

- E. **Assessments and Evaluations.** NARCOG and/or the Department will monitor, assess, and evaluate all reports and activities, to determine the effectiveness and efficiency of services provided by the Contractor.

1. The NARCOG Alabama SenioRx Area Coordinator will monitor the Contractor's activities and reports as required.
2. The NARCOG Alabama SenioRx Area Coordinator (or authorized agent) will conduct an on-site monitoring visit of the contractor's program at a minimum of once per contract year.
3. NARCOG and the Department, or their designated representative(s), shall have ready access to all records relating to services under this contract.
4. NARCOG will also assess compliance with this contract throughout the contract period. Any findings of non-compliance will be presented to the Contractor in written form and the Contractor will have 30 days to send a corrective action plan to NARCOG.

**IN WITNESS WHEREOF**, this Agreement has been executed by the North Central Alabama Regional Council of Governments and the Contractor's authorized officers.

Entered into on this, the 1st day of October, 2021.

FOR: Cullman County Commission  
Name of Contractor

BY: Jeff Clemons, Chairman  
(Printed Name and Title of Authorized Person)

 (Signature) 09.21.2021 (Date)

FOR: North Central Alabama Regional Council of Governments

BY: Robby Cantrell, Executive Director  
(Printed Name and Title of Authorized Person)

\_\_\_\_\_  
(Signature) (Date)



## EXHIBIT 1

**SCOPE OF SERVICES**  
**Alabama SenioRx Program**

**I. Program Objective:**

The Alabama SenioRx Program's objective is to help people manage their chronic illness earlier and prevent more serious health problems from arising in the future. It strives to reduce economic stress, promote better health, and improve the quality of life of Alabama's older and disabled population by providing ways to reduce the expense of medication.

**II. Description of Services Provided:**

The services to be provided through the SenioRx program include activities that assist individuals who, at the time of application, meet the eligibility criteria set forth by the Alabama Department of Senior Services obtain medication at a reduced/free rate.

Applications for the program can be completed in individual's homes, Senior Centers, or any other accessible facility.

**III. Eligibility:**

SenioRx's Prescription Assistance Program assists with obtaining medication at no cost or low cost to people OF ANY AGE who qualify. The Contractor will assist individuals that meet **ALL** the state guidelines/criteria apply for and acquire reduced/free rate medications and will verify that each service recipient is eligible according to the following state guidelines:

- A. Person is 55+ and has a chronic medical condition(s) and has no prescription drug coverage, and meets certain income limits; Or
- B. Person has a disability, is of any age as long as the person has been deemed disabled by Social Security, applied for disability, or has a doctor's declaration of disability.
- C. A person may also qualify if s/he is in the 24-month Medicare waiting period or has reached the coverage gap (donut hole) of his/her Medicare Part D Prescription Drug coverage.
- D. Clients must also be legal residents of the county and state in which they apply.

**IV. Documentation Guidelines – Client Files.**

The Contractor agrees to maintain individual client files that include adequate and sufficient documentation of each individual applying for the Alabama SenioRx Program that includes, at a minimum, the following: (Required forms will be provided by NARCOG.)

- A. SenioRx Intake Form/Participant Enrollment Form
- B. Acknowledgement of Receipt of Notice of Privacy Practices Form



- C. Acknowledgement of Informed of SenioRx Compliant Policies and Procedures.
- D. Client Consent and Release of Information Form Exchange of Information
- E. Authorization to Release Personal Information.
- F. Medical Information Form
- G. Copy of Client ID's
- H. Income Verification
- I. Copy of PAP Applications
- J. Progress Notes
- K. Letters to and from Clients
- L. All annual re-applications.
- M. The Contractor agrees to maintain and to provide sufficient documentation of client follow up and refill maintenance activity.

V. **Client Management.** Based on the initial assessment, suggestions from the client and professional judgment, recommendations for services will be made to the client and documented in the client's file.

- A. Assuming the client is able, he or she is responsible for:
  - 1. Making an appointment with the coordinator to complete and sign the appropriate forms and provide the following documentation:
    - (1) Verification of income (bank statements, social security statements, etc.)
    - (2) Verification of residency (driver's license, or voter registration, or a bill to the person at their address, etc.)
    - (3) A list of prescriptions and their cost from the previous month acquired from their pharmacist
    - (4) New prescriptions
  - 2. Making an appointment with his or her primary physician to acquire the required information and signatures from the physician.
  - 3. Mailing the forms to the appropriate pharmaceutical companies.
  - 4. Notifying the coordinator when the medication is received.
  - 5. Notifying the coordinator when it is time to renew the prescription.
  - 6. Notifying the coordinator of any new prescriptions or changes.
- B. Additional contacts should be documented briefly on the narrative page in the paper file.
- C. Follow-ups should be done with the client at least annually to track progress. The coordinator may determine that high-risk clients will benefit from frequent check-ups. When a follow-up is performed, the coordinator will document the service activity on the notes page.
- D. Records shall be updated regularly and referred to often, particularly before meeting with a client.
- E. If a client is denied services or wishes to file a complaint, the coordinator should inform the client about the appeals process and provide him/her with the Client Appeals Procedure form.



**VI. Volunteers.** Volunteers will need updated information and advanced training on Alabama SenioRx Program and HIPAA compliance. A volunteer file should be maintained including, at a minimum, proof of trainings and evidence of HIPAA compliance.

**VII. Technology Requirements.**

- A. The Contractor must exclusively use the Rx Assist Plus software program to record client information as well as access prescription assistance. The Rx Assist help desk will provide technical assistance through their toll-free number at 888-593-1085.
- B. The Contractor will use a reasonable portion of the funding from NARCOG to access mandatory DSL (high speed) internet service to be able to obtain necessary updates and information as well as reporting data on individuals served in Rx Assist Plus.
- C. Computers for SenioRx usage will be provided by the Contractor.
- D. All staff related to this project is required to wear headsets when interviewing clients via phone. The Contractor is responsible for purchasing the headsets.

**V. Staffing and Training:**

- A. The Contractor warrants that, at all times during the duration of this contract, it shall employ personnel capable of dispensing the goods or services called for herein in a satisfactory and proper manner.
- B. The Contractor agrees to designate a SenioRx Coordinator who will assume the main responsibilities of the program administration, as well as have sufficiently trained back-up personnel so that the program services may be offered during all normal business hours.
- C. Designated Contractor personnel shall be required to attend all scheduled meetings called by NARCOG dealing with the operation of this Contract.
- D. NARCOG will provide training on RX Assist Plus for the Contractor as needed and inform the Contractor of any changes that affect the SenioRx program and Rx Assist Plus.
- E. NARCOG will inform the Contractor of any changes, updates, or new forms involved with Alabama SenioRx Program.

**VI. Performance Requirements:**

- A. The Contractor is required to enroll a minimum of **2.8%** of the county's eligible population for a total number of **262** unduplicated clients each year and a minimum of twenty percent (**20%**) of those should be new clients each year. NARCOG will provide the Contractor with FY2022 target goals once the Department has provided them. Contractors unable to meet goals will be required to submit a Plan of Correction to the Aging Director within 30 days of being requested.

- B. The Contractor will form interagency partnerships to assist in the planning and implementation of this project. Collaboration with elected officials in city and county municipalities and coordination with Older Americans Act programs, special grants, SHIP and ADRC programs is encouraged to reach potential clients.

**IX. Outreach Requirements:**

- A. Recruit and actively maintain client participation under this agreement.
- B. Provide program outreach to potentially qualifying individuals.
- C. Work with local media to get the message out to the community.
- D. Notify NARCOG SenioRx Coordinator of outreach events in which greater than 100 attendees are expected.
- E. Provide public education and outreach to seniors and their families, including an emphasis on reaching the rural, vulnerable, isolated, and non-English speaking seniors.
- F. Recruit volunteers to assist with meeting performance goals.

**X. Reporting Requirements**

- A. The Contractor is required to utilize Rx Assist Plus for reporting data.
- B. The Contractor must enter client data demographic and medication information monthly in Rx Assist Plus no later than the 6th day of the month following the reporting period.
- C. The Contractor shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted to NARCOG.
- D. The Contractor will submit to the NARCOG SenioRx Coordinator the following reports according to report due dates in **EXHIBIT 1, ATTACHMENT 1**:
  - 1. Clients Served Worksheet to NARCOG
  - 2. SenioRx Partnership Outreach/Volunteer Recruitment
  - 3. SenioRx Outreach
  - 4. Request for Reimbursement

**XI. Appeals and Complaints:**

The Contractor shall utilize and make available an appeals or complaint process developed by NARCOG (see **EXHIBIT 1, ATTACHMENT 2**) for individuals who feel that they have not received adequate services or have questions about how their particular case has been handled by the Alabama SenioRx staff.



**EXHIBIT 1, ATTACHMENT 1**

**Required Reports and Due Dates FY 2022**

Report Name	Frequency	Due Date*	FY 2022 Due Dates
Clients Served Worksheets	Monthly	6 <sup>th</sup>	11/6/2021, 12/6/2021, 1/5/2022, 2/6/2022, 3/6/2022, 4/6/2022, 5/7/2022, 6/6/2022, 7/6/2022, 8/6/2022, 9/6/2022, 10/6/2022
Rx Assist Plus Data Entry	Monthly	6 <sup>th</sup>	11/6/2021, 12/6/2021, 1/5/2022, 2/6/2022, 3/6/2022, 4/6/2022, 5/7/2022, 6/6/2022, 7/6/2022, 8/6/2022, 9/6/2022, 10/6/2022
SenioRx Outreach Form	Monthly	6 <sup>th</sup>	11/6/2021, 12/6/2021, 1/5/2022, 2/6/2022, 3/6/2022, 4/6/2022, 5/7/2022, 6/6/2022, 7/6/2022, 8/6/2022, 9/6/2022, 10/6/2022
SenioRx Request for Reimbursement	Quarterly	15 <sup>th</sup>	First Quarter: 1/15/2022 Second Quarter: 4/15/2022 Third Quarter: 7/15/2022 Fourth Quarter: 10/15/2022

\*Please note that if a due date falls on a weekend or holiday, the report due date changes following these guidelines:

- If the report due date falls on a Saturday, the report will be due the preceding Friday.
- If the report due date falls on a Sunday, the report will be due the succeeding Monday.
- If the report due date falls on a state contracted/scheduled holiday, the report must be submitted on the business day prior to the date of the holiday.

***If in doubt about a due date, contact NARCOG's SenioRx Coordinator.***

**EXHIBIT 1, ATTACHMENT 2**

**APPEALS/COMPLAINT POLICY**

**COMPLAINTS**

**Policy**

It is NARCOG/AAA's policy that NARCOG/AAA will deal with any complaints about members of staff, the services we provide or administration of the Alabama SenioRx Program quickly and efficiently avoiding the need for a written complaint wherever possible. However, should the matter necessitate a written complaint, the procedure detailed below will be followed.

**Procedure**

1. Clients will be informed about their right to express complaints upon admission to the program.
2. The complainant should complete an Alabama SenioRx Program complaint form (copy attached) identifying both the nature of the complaint and if appropriate, the individual against whom the complaint is being made. The original form will be maintained by the Contractor and a copy forwarded to NARCOG/AAA.
3. The complaint will be formally acknowledged within five working days of receipt.
4. The Contractor will:
  - a. Maintain a tracking log of all complaints submitted containing sufficient information to monitor the status of each complaint, such as the nature of complaint, date received, date reviewed, date acknowledged, and final disposition
  - b. In cases where the complaint is against NARCOG/AAA staff, copy the complaint to the Director of Aging who will review the circumstances of the complaint and make a decision on the course of action to be taken.
  - c. In cases where the complaint is against a particular individual, forward the complaint to the individual's line manager to review and process. The outcome of the review will be communicated to the NARCOG/AAA SenioRx Area Coordinator for review and response to the complaint
  - d. In either instance, NARCOG/AAA may seek further information from the complainant regarding the circumstances of the incident
5. A decision will normally be communicated in writing to the complainant within 15 working days. Where a full response within 15 working days is not possible, a letter will be sent to the complainant outlining progress in dealing with the complaint and indicating when a response is likely to be forthcoming.
6. If the complainant is satisfied with the Contractor's explanation or proposed action, the matter will be considered to have been closed. If the complainant remains dissatisfied with the explanation or course of action he/she will have the right to appeal to NARCOG/AAA's Director of Aging.
7. The Director of Aging will consider all the facts of the matter and will come to a decision that may confirm that the action proposed is adequate or may require that further or different action be taken.



8. The outcome of the decision will normally be communicated in writing to the complainant within 15 working days of receipt of the appeal. Where a full response within 15 working days is not possible, a letter will be sent to the complainant outlining progress in dealing with the complaint and indicating when a response is likely to be forthcoming – usually within another 15 days.
9. If the complainant is satisfied with the Director of Aging's explanation or proposed action, the matter will be considered to have been closed. If the complainant remains dissatisfied with the explanation or course of action he/she will have the right to appeal to:

State SenioRx Director  
Alabama Department of Senior Services  
201 Monroe Street, Suite 350  
Montgomery, AL 36130

## EXHIBIT 3

## CONTRACT ASSURANCES

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1974**

**HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, 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 for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately; take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or the case of any transfer of such property, and transferee, for the period during which the real property, structure is used for a purpose for which the real property, structure is used for a purpose for which the Federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date thereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representatives and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.



**ASSURANCE ON COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE  
AMERICANS WITH DISABILITIES ACT**

The Contractor HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received Federal financial assistance from the department (hereinafter called the "Contractor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Contractor.



## NON-DISCRIMINATION AFFIRMATIVE ACTION PROGRAM: DSPs AND GRANTEES

During the term of this contract, the DSP and Grantee agrees as follows:

- A. The DSP or Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, physically handicapped, or national origin. The DSP or Grantee will take affirmative action to ensure that applicants are employed and the employees are treated, during employment, without regard to their race, color, religion, sex, physical handicap, or national origin.

Such action shall include, but not limited to, the following:

Employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DSP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination article.

- B. The DSP will, in all solicitation or advertisement for employees placed by or on behalf of the DSP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical handicap, or national origin.
- C. The DSP will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding notice advising the said labor union of workers' representative of the DSP's commitments under this non-discrimination article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The DSP will comply with all provisions of Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the Council of Governments, the funding agency, and the Secretary of Labor.
- E. The DSP will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Council of Governments, and funding agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the DSPs' non-compliance with the non-discrimination article of this contract or with any of the said rules, regulations, or orders, with any said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the DSP may be declared ineligible for contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions



may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The DSP will not discriminate against any employee because of physical or mental handicap in regard to any position for which the employee or applicant is qualified in accordance with the Rehabilitation Act of 1973, Section 504.
- H. No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination Federal financial assistance in accordance with the Age Discrimination Act of 1975.
- I. The DSP will include the provisions of paragraph A through H in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each DSP or vendor. The DSP will take such action with respect to any DSP or purchase order as the Council of Governments or funding agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; providing, however, that, in the event the DSP becomes involved in, or is threatened with, litigation with a DSP or vendor as a result of such direction by the Council of Governments or funding agency, the DSP may request the funding agency to enter into such litigation to protect the interest of the United States.
- J. In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in Section 403 (b) of Executive Order No. 11246, as amended, remain in effect and, where shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**(To be supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (b) Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



**CERTIFICATION REGARDING LOBBYING:  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The policy of the North Central Alabama Regional Council of Governments (as adopted on March 20, 1989) requires that all DSPs and DSPs of the Council and all host agencies of enrollees in a contract-funded program shall be required to certify their compliance with the Drug-Free Workplace Act of 1988 (PL. 100-690, Title V, Subtitle D).

During the term of this contract, the DSP and Grantee agrees as follows:

The use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensing of any controlled substance by any Council employee, intern, or enrollee in a contract-funded program during working hours, while on the premises, while representing the Council, or while at an assigned workplace, or by any DSP or DSP personnel while in the performance of a grant or contract funded through the Council is absolutely prohibited.

Council employees, interns, and enrollees are strictly prohibited from being under the influence of alcohol or any controlled substance during working hours, while on the premises while representing the Council, or while at an assigned workplace, and DSP or DSP personnel are strictly prohibited from being under the influence of alcohol or any controlled substance while in performance of a grant or contract funded through the Council.

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, intern, or enrollee's work ability, job performance, or the safety of others in the workplace.

All DSPs, DSPs, and host agencies must notify the Council in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract funded through the council, or by an enrollee during working hours or while at an assigned workplace, no later than five (5) days after such conviction. Any DSP, DSP, or host agency that knowingly violates or permits the violation of this policy or otherwise fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the Council or the services provided through the respective program.



#### **IMMIGRATION**

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the DSP affirms, 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.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

#### **CONFLICT OF INTEREST**

The DSP agrees that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The DSP further agrees that in the performance of this agreement, no person having such interest shall be employed. The DSP further agrees that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

#### **DEFICIT REDUCTION ACT**

The Grantee shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the ADSS shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.



**NORTH CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING  
CONTRACT FOR SERVICES UNDER TITLE III  
OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

This agreement entered into by and between the North-Central Alabama Regional Council of Governments, hereinafter referred to as "NARCOG", and the Cullman County Commission, a body of corporate in the State of Alabama, hereinafter referred to as the "Contractor".

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

1. **Statement of Purpose.** NARCOG has been awarded a grant from the Alabama Department of Senior Services (ADSS) and is funding the undertaking of certain activities within Cullman, Lawrence, and Morgan Counties. NARCOG desires to engage the Contractor to render certain services in order to achieve the following objectives hereinafter set forth under Title III of the Older Americans Act of 1965, as amended:
  - a. Secure and maintain maximum independence and dignity in a home and community-based environment for older individuals capable of self-care with appropriate supportive services; and
  - b. Remove individual and social barriers to economic and personal independence for older individuals; and
  - c. Help reduce isolation and loneliness of older individuals by offering an opportunity to older individuals to live their remaining years in dignity.
2. **Scope of Services.** The Contractor shall do, perform and carry out, in a satisfactory and proper manner as determined by NARCOG and in compliance with the guidelines, standards and regulations of Title III of the Older Americans Act of 1965, as amended, the services as described and listed in the "Scope of Services" for all Title III services and hereto attached and made a part of this agreement as **EXHIBITS A, B, C and D.**
3. **Programmatic Reporting Requirements.** All program required reports specified within this contract and exhibits are to be submitted by the specified due dates. Any additional reports, records or statistics requested by NARCOG shall be provided in a prompt and accurate manner. It is the Contractor's responsibility to review all reports for accuracy and completeness *prior to* submitting the reports.
4. **Effective Dates.** This contract shall begin on **October 1, 2021** and delivery of services being provided under this contract shall end on **September 30, 2022.**
5. **Insurance.** The Contractor shall maintain General Liability insurance in sufficient amounts to safeguard all Title III property. Employees working in the Title III Program shall be covered by workmen's compensation insurance. A copy of the face sheet of the insurance policy and dates of coverage is to be mailed to NARCOG upon each renewal. If insurance coverage is canceled, NARCOG is to be notified immediately.



6. **Aging Match Requirements.** The Contractor agrees to provide Aging Match annually towards the work done under this contract as per annual budget approved by the NARCOG Board of Directors.
7. **Unserved/Ineligible/Improperly Documented Meals Compensation.** The Alabama Department of Senior Services has issued a policy stating any meal not served to an eligible participant cannot be paid for with Title III funds. The Contractor must serve all meals ordered to eligible, registered participants. The Contractor must also properly account for all meals served on the monthly meals logs – the number of meals served from the Item Delivery Tickets must match the number of meals recorded on the monthly meals logs. Improperly documented meals are those that are not accounted for on the monthly meals logs. Therefore, the Contractor agrees to compensate NARCOG for all meals that are unserved, meals that are served to ineligible participants, and improperly documented meals.

Invoices for unserved meals, meals served to ineligible person, and improperly documented meals will be sent to Contractor on a monthly basis. Payment is due upon receipt of invoice.

8. **Project-related Income Procedures.** Contractor shall maintain records of all project-related income/participant contributions. All program income must be reported to NARCOG. The gross amount of any participant contributions earned by the Contractor from activities, which are supported by this Contract, shall be collected on a weekly basis.
9. **Participant Contributions for Services.** Contractors providing services under this agreement shall provide persons receiving such services with a free and voluntary opportunity to contribute to the cost of any services provided. Each individual recipient shall determine for him or herself what, if anything, he/she is able to contribute for the service. A participant may not be denied services or discriminated against because of his/her inability or failure to contribute. The Contractor shall protect the privacy of each person with respect to his or her contributions.

Participant contributions shall be expended monthly to supplement or expand the services for which they were received.

The Contractor is responsible for following appropriate procedures set forth by NARCOG to safeguard and account for all contributions.

10. **Maintenance of Funds.** The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by NARCOG and the Alabama Department of Senior Services to assure a proper accounting of all project funds, including both federal and non-federal matching of funds expended. Budget revisions must be submitted to and approved in writing by the Area Agency on Aging Director and Executive Director of NARCOG.
11. **Request for Funds.** The Contractor agrees to submit a request for funds to NARCOG no later than the 15<sup>th</sup> of the month for the previous month's services. Requests for payments, or any part thereof,



received after the 15<sup>th</sup> will be paid the following month. Payments shall be made subject to satisfactory completion of all required reports, as determined by the NARCOG.

- a. Itemized and signed receipts for all expenditures shall be retained by the Contractor for review by NARCOG, ADSS, or State Examiners of Public Accounts.
- b. The Contractor agrees to maintain adequate records of local and in-kind expenditures and to report such expenditures monthly on the *Agency Contractor Monthly Request for Reimbursement Form*.

12. **Payment of Funds.** Subject to receipt of funds from ADSS, NARCOG agrees to pay the Contractor for all eligible expenses incurred while performing services outlined in this Contract and as agreed upon between the Contractor and NARCOG.

- a. Payment for funds shall be made by NARCOG on a monthly basis when a properly completed *Agency Contractor Monthly Request for Reimbursement Form* (provided by NARCOG) has been submitted.
- b. The Contractor will not be reimbursed for more than one twelfth (1/12) of the contracted funds per month during the contract period. Local match (including participant donations) shall be spent first as necessary to meet monthly expenditure requirements.
- c. Reports on expenditures will include amounts of non-federal matching funds expended.
- d. Expenditures must be incurred during the contract period in order to be eligible for reimbursement.
- e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum stated in Title III Funding Allocations as stated in **EXHIBIT E**. It is also expressly understood that the Contractor may not exceed the number of meals as stated in Meals Allocations in **EXHIBIT E**. These amounts may change based upon Notice of Grant Award (NGA) received from ADSS.
- f. Participant contribution/donations will also be reported monthly. They are to be reported on the *Agency Contractor Monthly Request for Reimbursement Form* and must agree with amounts received and recorded on the *Contractor Daily Contribution Report*.
- g. It is expressly understood that NARCOG retains the right to withhold payment if the Contractor
  - a. Fails to comply with any of the terms of this agreement, which include service quality, program standards, policies, and program requirements established by NARCOG, ADSS, or by State or Federal Guidelines
  - b. Fails to comply with corrective action plans established by NARCOG.
  - c. Fails to provide Aging Match funds.
  - d. Fails to pay for ineligible/unserved/undocumented meals.

13. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, NARCOG (unless the employee is a participant in the SCSEP), other than through this agreement.



Staff assigned to this Contract must meet the approval of NARCOG. NARCOG does reserve the right to intervene in personnel matters in circumstances that jeopardize the integrity of the Title III Program, including reassignment of contract personnel if deemed necessary.

Contractor shall be fully licensed to perform the services under this agreement as required by all applicable laws and regulations. All services required under this Contract will be performed under the Contractor's supervision. All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

- a. **Monitoring and Training.** It shall be the responsibility of the Contractor to develop a system of monitoring to ensure that program personnel perform their duties adequately. NARCOG reserves the right to establish minimum monitoring requirements and/or provide monitoring tools for use by Contractor.

It is also the responsibility of the Contractor to train all program personnel (employees and volunteers) on all facets of the program, provision of service and all relevant policies and procedures. NARCOG reserves the right to establish minimum training requirements, require specific training materials/manuals/reference guides and/or provide training tools for use by Contractor.

- b. **In-service, Training, Workshops and Meetings.** NARCOG requires appropriate personnel to attend in-service trainings sponsored by NARCOG and ADSS. Any waiver for personnel required to attend must receive approval from NARCOG.
14. **Subcontracts.** None of the work or services covered by this Contract shall be subcontracted by the Contractor to any other individual, agency, organization or company.
  15. **Confidentiality.** No information obtained from or pertaining to an individual as a result of this contract will be disclosed in a form which shall identify an individual. The Contractor further agrees to protect the confidentiality of potential, active, and previous clients who are service recipients. Contractor is responsible for familiarizing personnel with confidentiality policies.
  16. **HIPAA Compliance.** The Contractor is responsible for developing and implementing procedures and policies that adhere to the Health Insurance Portability and Accountability Act (HIPAA). The Contractor must also have a current HIPAA Business Associate Agreement on file with NARCOG stating it will adhere to all rules and requirements contained therein.
  17. **Computers and Other Data Devices.** The Contractor agrees to take all necessary precautions to safeguard computer equipment and other data devices. Contractor agrees to annually update Anti-Virus software. Contractor is responsible for all maintenance of said computers and devices while in their possession. All computers and devices used away from the office containing participant information must be encrypted to protect the confidential information of participants.



The Contractor shall immediately report any accidents or virus-related problems, as well as all lost or stolen computers or devices to NARCOG's Director of Aging.

18. **Maintenance of Records.** The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as determined necessary by NARCOG, the Alabama Department of Senior Services, and government auditory standards. Participant information will be obtained, processed and maintained in a manner that assures the confidentiality of the participant will not be violated and HIPAA Guidelines are followed. The Contractor will be required to have a HIPAA Business Associate Agreement on file with NARCOG which covers all contracts.
19. **Record Retention.**
  - a. **Fiscal Records.** All required fiscal records and are required to be retained for a specified period of six (6) years from the termination date of this contract.
  - b. **Program Records.** All Title III *Participant Enrollment Forms*, participant sign-in sheets, home delivered meals delivery sheets, service logs, and any other program records must be retained by the Contractor for three (3) years from the termination date of this contract.
20. **Audits and Inspections.** During the Contract period, and as long thereafter as the records are required to be maintained, during normal business hours, NARCOG, Alabama Department of Senior Services, and/or the Comptroller General of the United States, or their authorized representatives, shall have the right of access to any books, documents, papers or other records (including electronic records) with respect to all matters covered by this Contract in order to make audit, examination, excerpts and/or transcripts to determine effectiveness and efficiency of service delivery. The Contractor will cooperate with NARCOG and/or the Alabama Department of Senior Services in evaluating the effectiveness, feasibility and cost of contracted services. The Contractor shall provide NARCOG with a copy of the official agency audit for the Contract period.
21. **Identification of Support/Publicity/Recognition.**
  - a. The Contractor shall make available to NARCOG copies of all publications, flyers, outreach materials, advertisements, announcements, informational materials created by the Contractor (other than documents exclusively for internal use by the Contractor) for use under this contract that publicize any services or programs covered under this contract.
  - b. All facilities (e.g., senior centers, Contractor's offices) supported through this contract shall display in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said display is to include the official logos of said agencies.
  - c. Advertisements, announcements, reports, informational material and other documents completed as part of this Contract, shall indicate in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said documents are to include the official logos of said agencies. Any major publicity given to the Title III programs must acknowledge that the program is



funded in part by a grant from NARCOG, in cooperation with the Alabama Department of Senior Services.

22. **Targeting of Services.** The Contractor shall target older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) in the delivery of services, as defined in the Older Americans Act and supporting regulations. The Contractor will adhere to the targeting population in order to satisfy the needs of those individuals in the areas falling in those categories. The Contractor assures an attempt to provide service to targeted individuals in at least the same proportion as the target population is to the population of older individuals of the area.
23. **Outreach.** The Contractor shall conduct outreach in a manner designed to target low-income, rural, and minority individuals. Outreach is initiated by the Contractor and is an intervention with individuals for the purpose of identifying potential participants (or their caregivers) and encouraging their use of existing services and benefits.

The Contractor is to provide to NARCOG specific objectives for providing outreach and include proposed methods for carrying out these objectives. NARCOG will provide a template for the Outreach Plan. The targeting and outreach plan will specify how the Contractor will conduct and/or coordinate outreach activities on an on-going basis to ensure participation in the programs funded by the Title III funds.

24. **Copyright.** No report, data or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright or funding by or on behalf of this Contractor.
25. **Modification in Contract.** NARCOG may from time to time require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including but not limited to, any increase or decrease in the amount of the Contractor's compensation and/or time limitations shall be incorporated in written amendments to this Contract.
26. **Termination of Contract.** If through any cause the Contractor shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, NARCOG shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents and reports prepared by the Contractor, and equipment purchased from Aging funds shall, at the option of NARCOG, become the property of NARCOG.

Upon such termination, the Contractor shall be entitled to receive just and equitable compensation for any work completed to the satisfaction of NARCOG. Upon any such breach by



the Contractor and such termination, NARCOG may withhold payments to the Contractor until such time as the exact amount of damage due to NARCOG from the Contractor is determined.

If the Contractor cannot fulfill service delivery, he/she shall thereupon have the right to terminate the third party contract by giving written notice to NARCOG of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination.

27. **Contract Assurances.** The Contractor agrees to abide by the following assurances included in this contact in **EXHIBIT F**:

- a. Assurance on Compliance with the U.S. Department of Justice Americans with Disabilities Act
- b. Non-discrimination Affirmative Action Program
- c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -Lower Tier Covered Transactions
- d. Certification Regarding Lobbying: Certification for Contracts, Grants, Loans and Cooperative Agreements
- f. Certification Regarding Drug-free Work-place Requirements
- g. Immigration
- h. Conflict of Interest
- i. Deficit Reduction Act

28. **Notice, Contact, and Payee Information.**

- a. The name, address, telephone number, fax number and e-mail address of the contract manager for NARCOG is:

Name: Tennille Harkins, Area Agency on Aging  
Director

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Physical Address: 216 Jackson Street, S.E.  
Decatur, AL 35601

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Mailing Address: P.O. Box C  
Decatur, AL 35602

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Phone: (256) 355-4515, Extension 261

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Fax: (256) 351-1380

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E-mail: tennille.harkins@adss.alabama.gov

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- b. The name, address, telephone number, fax number and e-mail address of the representative responsible for administration of the program for the Contractor is:

Name: John M. Bullard  
Physical Address: 500 2nd Avenue SW Room 105 Cullman, AL 35055  
Mailing Address: \_\_\_\_\_  
Phone: 256-775-4878  
Fax: \_\_\_\_\_  
E-mail: jbullard@co.cullman.al.us

- c. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

- d. The name and mailing address of the official payee to whom the payment shall be made:

Name: Cullman County Commission  
Address: 500 2nd Ave SW Room 105  
Cullman, AL 35055  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by the North Central Alabama Regional Council of Governments and the Contractor's authorized officers.

Entered on this, the 1st day of October 2021.

FOR NARCOG:

\_\_\_\_\_  
Robby Cantrell, NARCOG Executive Director

\_\_\_\_\_  
Date

FOR CONTRACTOR:

BY: Cullman County, a Body Corporate  
in the State of Alabama

John M. Bullard  
County Administrator (Print Name)

John M. Bullard  
County Administrator (Signature)

09.21.2021  
Date

Jeff Clemons  
County Commission Chairman (Print Name)

Jeff Clemons  
County Commission Chairman (Signature)

09.21.2021  
Date



## EXHIBIT A

**SCOPE OF SERVICES**  
**TITLE III: ADMINISTRATION**

The Contractor shall do, perform, and carry out in compliance with Title III guidelines, standards, and regulations, and in a proper and satisfactory manner as determined by NARCOG, the services described below for eligible recipients residing in the service area.

- I. **Staffing.** The Contractor will be responsible for the hiring and supervision of adequate staff.
  - A. The Contractor shall employ paid staff capable of performing the services in a satisfactory and proper manner, knowledgeable in dealing with and identifying needs of the elderly, to inform older persons of the opportunities and services available to them and to assist them in taking advantage of appropriate resources.
  - B. The Contractor will designate a particular person to serve as the Aging Director or Administrator for the Title III Programs who will be responsible to the Contractor for the services to be rendered under this contract.
  - C. At a minimum, each Senior Nutrition Center shall have a paid Center Manager and sufficient part-time personnel/volunteers to perform the tasks according to the terms of this contract, including performing accurate recordkeeping, reporting, and accounting duties. The part-time staff component may be one or a combination of paid staff, volunteers, Senior Aides, and/or program participants.
  - D. Senior Nutrition Center Managers shall be required to attend all NARCOG meetings and trainings. On occasions when the Center Director cannot attend, a representative shall be sent on behalf of the Center Manager. NARCOG staff shall provide initial and ongoing training and technical assistance to all Senior Center Managers. The Senior Nutrition Center Manager or a *trained* substitute shall be on site to manage the senior center during operational hours.
  - E. The Contractor will provide program personnel with copies of its official administrative and/or personnel policies and will keep resumes and job applications from program employees on file.
  - F. The Contractor will keep job descriptions for current positions on file.
  - G. Personnel employed by the Contractor to perform the services under the contract shall be subject to the employment practices, policies and procedures of the Contractor, including annual Center Manager performance evaluations.

- H. NARCOG is to be notified immediately, in writing, of any personnel changes affecting the Title III Program. This includes Contractor Office staff, as well as nutrition center managers or assistants in the nutrition centers.

**II. General Aging Program Administration.** The Contractor shall:

- A. Work with NARCOG in identifying service gaps and in planning and implementing programs.
- B. Conduct public hearings and/or needs assessments in conjunction with NARCOG to give the general public an opportunity to express their concerns about existing and needed aging services.
- C. Develop cooperative agreements with as many services providers as possible to create a coordinated and comprehensive service delivery system to the elderly.
- D. Develop and maintain, distribute and disseminate information regarding services and opportunities available to older persons through targeted outreach efforts.
- E. Provide an effective system to link people in need of services to the appropriate resources. This system will remain in place Monday through Friday during the Contractor's office hours.

**III. Coordination and Public Awareness/Aging & Disability Resource Center Referrals.** The Contractor will provide for public awareness through active outreach and referral services throughout the year by:

- A. Supporting and publicizing NARCOG's Aging & Disability Resource Center (ADRC).
- B. Offering seniors and those with disabilities needing additional information and/or further assessment of needs, a referral to NARCOG for a complete screening under the Aging & Disability Resource Center (ADRC).
- C. Publicizing in the news media, as well as by other methods, matters pertaining to the elderly and those with disabilities.

**IV. Wellsky Management System.** The Contractor is required to participate in the ADSS's computer reporting system, Wellsky, starting October 1, 2021. Participating in this system includes the following:



**A. Wellsky User Access.**

1. Each new user must read and sign the *NARCOG Information Security and Confidentiality Agreement for Wellsky Users*. These forms will be provided to the Contractor by NARCOG.
2. The Authorizing Agent of the contractor (typically the Aging Director or Administrator) must complete and sign the *NARCOG Wellsky User Account Request & Change Form*:
  - a. To add a new user.
  - b. To request a change in user information.
  - c. To add or remove user programs/services.
  - d. A "Date Effective" must be specified for each action on the form.
3. When an authorized user leaves the contractor's employ or they are no longer working with Wellsky, that person's user ID and access must be deactivated immediately. The Authorizing Agent must submit to NARCOG a signed *NARCOG Wellsky User Account Request & Change Form* requesting this deactivation and include a "Date Effective".

**B. Participant Enrollment Forms.** The Contractor shall maintain an individual record for each participant on the current *Participant Enrollment Form* as provided by the Alabama Department of Senior Services (ADSS). A *Participant Enrollment Form* shall be completed on each Title III participant for services requiring that a participant be registered.

1. The contractor will refer to OAA service definitions provided by NARCOG to determine which participants require a *Participant Enrollment Form* to be completed.
2. *Participant Enrollment Forms* are to be completed *prior* to the receipt of services.
3. *Participant Enrollment Forms* must be filled out accurately and completely.
4. Contractors will be responsible for entering all *Participant Enrollment Forms* in Wellsky in a timely manner.
5. Each participant must have a current *Participant Enrollment Form* completed annually. A *Participant Enrollment Form* is considered outdated if it is more than 365 days old.

## EXHIBIT B

**SCOPE OF SERVICES**  
**TITLE IIIB: SUPPORTIVE SERVICES**

The Contractor shall do, perform and carry out in compliance with Title IIIB guidelines, standards and regulations, and also in a proper and satisfactory manner as determined by NARCOG, the services described within this scope of services and its attachments for eligible recipients residing in the service area.

- I. **Service Definitions.** The Contractor will provide the following Title IIIB Supportive Services: The Contractor shall adhere to the Older Americans Act Supportive Service Definitions which are provided as **EXHIBIT B / ATTACHMENT A**. Contractor agrees to ensure only participants eligible for supportive services and transportation services receive these services rendered and that the services are recorded as part of the contract.
  
- II. **Public Education.** NARCOG will provide a monthly calendar with *Public Education* Topics on specific dates, as well as copied materials for distribution. Center Managers are required to complete these according to the calendar each month. Any deviation from this must be approved by NARCOG. *In addition to* topics provided by NARCOG, the center managers may provide additional public education sessions. These must be documented according to guidelines established by NARCOG.
  
- III. **Forms & Logs Required.** The contractor agrees to document all services designated in this scope of services as required by NARCOG on forms provided to the Contractor by NARCOG. Report due dates are indicated in **EXHIBIT B / ATTACHMENT B**. The following are current reports required. However, NARCOG reserves to right to revise reporting requirements as needed during the contracting period.
  - A. **Participant Enrollment Forms.** A *Participant Enrollment Form* is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as "Registered Participant" in **EXHIBIT B / ATTACHMENT A**.
  
  - B. **Service Logs.**
    1. Aggregate service logs are to be used to report services that are designated to be reported as aggregate totals. These services are identified in the service definitions under the Unit column as "Aggregate" in **EXHIBIT B / ATTACHMENT A**. Aggregate services do not require the contractor to record units under participants by name. Rather the units are aggregated with a total number of units for each day on the log.



2. **Single Service or Multi-Service Logs.** Single or multi-service service logs are used to report service units received by individual, registered participants. These services require each person receiving them to have a completed and current (within one year) *Participant Enrollment Form* on file. Units of service are to be recorded for each eligible participant on these logs, not as aggregate totals.

#### IV. **Transportation Services.**

- A. In order to facilitate contact with social services available in the county, the Contractor shall provide transportation for the elderly in the service area Monday through Friday during Contractor's office hours. "Social Services" means any of the Title III-related services which meet such standards as NARCOG may prescribe for the general welfare of older persons, including but not limited to:
  - Health and welfare, continuing education, information, recreation, counseling or referral services;
  - Transportation to facilitate access to nutrition services;
  - Services designed to encourage and assist older individuals to use the facilities available to them;
  - Shopping assistance trips to be coordinated with the Contractor for the senior centers.
- B. Maintenance checks will be performed on a regular basis on each vehicle transporting aging program participants to ensure the safety of the vehicle(s). Accurate records will be kept on the following:
  - Vehicle maintenance checks;
  - Driver time sheets showing time spent on routes and mileage;
  - Persons obtaining services and those requesting service.

## EXHIBIT B / ATTACHMENT A

**Older Americans Act (OAA)  
FY22 Supportive Services Part B Definitions**

**Eligibility:** Must be age 60 or older. Local funds must be used for services provided to those under 60.

**Verification:** Must have enrollment form (Title III – Participant Enrollment Form) completed annually with AAA staff approval for service delivery.

Complete with ADL/IADL checklist for Personal Care, Homemaker, Chore, and Adult Day Care/Health Services.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, low-income, those residing in rural areas, limited English proficiency, and at greatest risk for institutional care (i.e., has at least two ADL impairments).

Service Category	Fund Source	Unit	Definition	Notes
<b>Personal Care</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Assistance (personal assistance, stand-by assistance, supervision, or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs). (Source: HCBS taxonomy)  Example: dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, or walking to assist with personal care needs.  [SPR_2021]	<b>Must have at least 2 of the following ADL impairments:</b> eating, dressing, bathing, toileting, transferring in/out of bed/chair, or walking.  [OAA, Section 102(a) (22) (A)(i); OAA, Section 321(a) (22)]



Service Category	Fund Source	Unit	Definition	Notes
<b>Homemaker</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Performance of light housekeeping tasks provided in a person's home and possibly other community settings. Task may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework. (Source: HCBS Taxonomy)  [SPR_2021]	<b>Must have at least 2 of the following ADL impairments:</b> eating, dressing, bathing, toileting, transferring in/out of bed/chair, or walking.  [OAA, Section 102(a) (22) (A)(i); OAA, Section 321(a)(5)(C)]
<b>Chore</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Performance of heavy household tasks provided in a person's home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework. (Source: HCBS Taxonomy)  [SPR_2021] [OAA, Section 321(a)(5)(C)]	Can include providing supplies for volunteers to provide the assistance to build ramps and to provide other simple home repairs and upgrades to assist with independence.
<b>Adult Day Care/Health</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Services or activities provided to adults who require care and supervision in a protective setting for a portion of a 24-hour day. Includes out of home supervision, health care, recreation, and/or independent living skills training offered in centers most	<b>Must have at least one ADL or IADL impairment:</b> ADL – eating, dressing, bathing, toileting, transferring in/out of bed/chair, or walking.

Service Category	Fund Source	Unit	Definition	Notes
			<p>commonly known as Adult Day, Adult Day Health, Senior Centers, and Disability Day Programs. (Source: NAMRS)</p> <p>[SPR_2021] [OAA, Section 321(a)(5)(B)]</p>	<p>IADL – cooking, using the telephone, laundry</p> <p>[OAA, Section 102(a) (22) (A)(i); OAA, Section 321(a)(5)(C)]</p>
<b>Case Management</b>	Title III-B Only State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	<p>Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as screening and assessing needs, providing options counseling, coordinating services, and providing follow-up as required. Short-term case management is used to stabilize individuals and their families in times of immediate need before they have been connected to ongoing support and services. It may involve a home visit and more than one follow-up contact. This be utilized to over those non-Medicaid activities</p>	<p>ADSS strongly encourages you the use of III-B and state funds for ADRC activities that are not covered under Medicaid or any other program fund source.</p> <p><b>*III-B Case Management can be a resource when the ADRC determines the need for a home visit.*</b></p>



Service Category	Fund Source	Unit	Definition	Notes
			that require more intensive case management than is offered by the ADRC.	
<b>Legal Assistance</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Legal advice and representation provided by an attorney to older individuals with economic or social needs as defined in the Older Americans Act, Sections 102(a)(23 and (24), and in the implementing regulation at 45 CFR Section 1321.71, and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of a lawyer and counseling or representation by a non-lawyer where permitted by law.  (Source: OAA)	<b>*Time spent providing legal assistance to a client should be reported in actual minutes. Either the attorney or the AAA should report the attorney's hours. Both agencies may not report the same hours.*</b>
<b>Information and Assistance (I&amp;A)</b>	Title III-B State Local Program Income Other	1 contact = 1 unit  <b>Aggregate</b>	A service that: provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assesses the problems and capacities of the individuals; links the individuals to the opportunities and services that are available; to the maximum extent	I&A can be provided to individuals under age 60.  <b>*Phoning an individual to provide comfort or help (previously captured as Telephone Reassurance).*</b>

Service Category	Fund Source	Unit	Definition	Notes
			<p>practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures</p> <p>*Anyone that receives I&amp;A at the senior center should be referred to the ADRC. Referrals to the ADRC are counted as a unit of I&amp;A.</p> <p>(Source: OAA)</p>	
<b>Outreach</b>	Title III-B State Local Program Income Other	1 contact = 1 unit  <b>Aggregate</b>	<p>Intervention with individuals initiated by an agency or organization for the purpose of identifying potential participants or their caregivers and encouraging their use of existing services and benefits.</p> <p>Going to see a participant to provide comfort or help (previously captured as friendly visiting).</p>	<p>Outreach can be provided to individuals under age 60. (Friendly Visiting was phased out as a reportable activity in FY16 and these type activities will be captured under Outreach if paid for with Title III, Local or State funds)</p> <p><b>*Outreach is not an appropriate category to collect large group numbers from media events. Report</b></p>



Service Category	Fund Source	Unit	Definition	Notes
<b>Health Promotion: Non-Evidence Based (Recreation)</b>	Title III-B State Local Program Income Other	1 hour per individual = 1 unit  <b>Aggregate</b>	Health promotion and disease prevention activities which may include sports, use of exercise equipment (individual or group exercise), performing arts, musical arts, games, and crafts. The participant may enjoy the activity either as a spectator or an active participant. Other activities in this category may also include health risk assessments, routine health screenings, screening for mental health and mental health educational activities, medication management screening and education, information concerning age-related diseases and chronic conditions, gerontological counseling, or counseling regarding social services.	<b>under Marketing*</b>  For every hour an individual participates in activities, count one unit.  <b>*This unit is captured per person not per activity.*</b>
<b>Public Education</b>	Title III-B State Local Program Income Other	1 contact = 1 unit  <b>Aggregate</b>	Providing opportunities for individuals to acquire non-nutrition related knowledge, experience, or skills. This service may include workshops designed to increase awareness on various topics, such as crime or accident prevention, continuing education, or	

Service Category	Fund Source	Unit	Definition	Notes
			legal issues. Workshops may be designed to teach participants a specific skill in a craft, job, or occupation if the participant does not expect to receive wages or other stipends.	
<b>Marketing</b>	Title III B State Local Program Income Other	1 activity = 1 unit  <b>Aggregate</b>	An activity that involves contact with multiple individuals through newsletters, publications, or other social or mass media activities providing education and outreach.  Example: Newspaper Ad/story- 1 unit Estimated audience= 1,500	Drop down box in the program management system for estimated audience.  <b>*Do not report over 10,000*</b>

## Sources:

1. Older Americans Act – 2020 Reauthorization, <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
2. State Program Performance Report for State Units on Aging, Appendix A: Data Element Definitions, OMB Approval Number 0985-0008, Expires 6/30/2021



## EXHIBIT C

**SCOPE OF SERVICES**  
**TITLE III-C: NUTRITION SERVICES**

The Contractor shall do, perform and carry out in compliance with Title III C guidelines, standards and regulations, and also in a proper and satisfactory manner as determined by NARCOG, the services described within this scope of services and its attachments, for eligible recipients residing in the region.

- I. **Nutrition Program Administration (General).** The Contractor shall do, perform, and carry out in compliance with Title III C guidelines, standards and regulations in a timely, competent, and satisfactory manner, a Nutrition Services Program as follows:
  - A. Administration of a program for aging nutrition services that will assist NARCOG in the implementation of the NARCOG Area Plan for Aging.
  - B. Provision of a nutrition program with adequate facilities, equipment, and supplies.
  - C. Assurance that each Senior Nutrition Center has an active Center Council to make recommendations on carrying out the objectives of this Contract. Contractor shall keep a roster and any minutes of meetings of the center council and make available for review upon request.
  
- II. **Service Definitions.** The Contractor shall adhere to the Older Americans Act Nutrition Service Definitions are provided as **EXHIBIT D / ATTACHMENT A**. As part of the contract, the Contractor agrees to ensure only participants eligible for nutrition services receive these services and that the units are recorded.
  
- III. **Alabama Elderly Nutrition Program Manual (ENP).** The Contractor will adhere to all program guidelines, policies and procedures for operation, administration and management of all nutrition services as stated in the current *Alabama Elderly Nutrition Program Manual (ENP)* provided by the Alabama Department of Senior Services, as well as any updates and revisions made during the contract period. NARCOG will provide the contractor with the current manual and all updates.
  - A. The Contractor will provide each center manager with a copy of the ENP.
  - B. In the event this manual is revised in whole or in part, NARCOG will forward all changes to the Contractor to immediately distribute and implement at all nutrition centers.
  - C. All revisions or replacements to the ENP will automatically be incorporated under this contract.

- D. The Contractor shall adhere to all program eligibility guidelines for all nutrition services as outlined in the ENP.

- IV. Senior Nutrition Center Hours of Operation/Holidays.** Senior Centers within the Contractor's county must be open for normal operations no less than four (4) hours per day, five (5) days per week (Monday-Friday). If operating less than five (5) days a week, contractor must submit a request for waiver to NARCOG for approval sixty (60) days in advance of any change in hours of operation. This waiver must be updated annually no less than 60 days before the start of the next contract year. NARCOG will provide the Contractor with a waiver form. The request will be sent to ADSS and the final decision will come from the ADSS Commissioner.

The holidays and additional approved closing days for the 2021 fiscal year will be observed as in **EXHIBIT D / ATTACHMENT B**.

- V. Contractor Nutrition Centers.** The following are the elderly nutrition centers designated for meal service through the Contractor as of the effective date of this contract:

Colony	
Crane Hill	Cullman
Fairview	Hanceville
Holly Pond	West Point

The Contractor shall:

- A. Locate elderly nutrition centers and services as close as possible to concentrations of elderly with the greatest social and economic need, as well as those eligible older persons and handicapped or disabled persons living in housing facilities occupied primarily by the elderly.
- B. Provide a nutrition center that is clean, pleasant, and accessible to kitchen, restrooms, and telephones, as well as meets all applicable health, fire, safety, and sanitation regulations and inspections.
- C. Display all current Health Department approvals at all nutrition centers in a conspicuous location. Current copies of all nutrition centers' approvals must be maintained on file in the Contractor's office, and copies of all also need to be provided to NARCOG as requested.
- D. Provide a written notification to NARCOG when there are any changes in existing elderly nutrition center locations or the establishment of a new service location. This notification shall be forwarded to NARCOG for approval by the NARCOG and ADSS prior to such change or establishment of a new nutrition center.



- E. There is no guarantee of any funds being available for additional or new nutrition centers.

**VI. Forms & Service Logs Required.** The contractor agrees to document all services designated in this scope of services as required by NARCOG on forms provided to the Contractor by NARCOG. The following are current reports required. However, NARCOG reserves the right to revise reporting requirements as needed during the contracting period. The due dates for the following forms are in **EXHIBIT D / ATTACHMENT C**.

- A. **ADSS Participant Enrollment Forms.** A *Participant Enrollment Form* is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as "Registered Participant".
1. All senior centers must retain the Participant Enrollment Forms at the center on all participants who receive registered, Title III services. Copies of the Participant Enrollment Form may also be kept at the Contractor's office, but this is not required by NARCOG.
  2. The Contractor is responsible for entering in all required information from the *Participant Enrollment Forms* into Wellsky.
  3. **All Participant Enrollment Forms must be kept in a locked drawer or cabinet at any location in which they are kept.**
- B. **Aggregate Service Logs.** Aggregate service logs are to be used to report services that are designated to be reported as aggregate totals. These services are identified in the service definitions under the Unit column as "Aggregate". Aggregate services do not require the contractor to record units under participants by name. Rather the units are aggregated with a total number of units for each day on the log.
- C. **Single Service Logs.** Single service logs are used to report service units received by individual, registered participants. These services require each person receiving them to have a completed and current (within one year) *ADSS Participant Enrollment Form* on file. Units of service are to be recorded for each eligible participant on these logs, not as aggregate totals.
- D. **Item Delivery Tickets.** These forms are provided to the nutrition centers upon delivery of the meals. Center managers are to utilize these forms to document the meals delivered and served, as well as other issues and facts according to instructions in the *Alabama Elderly Nutrition Program Manual*.
- E. **Meals Served Record.** This form accompanies the Item Delivery Tickets each week and serves as a summary of the number of meals delivered, the number of meals by program, the number of unserved meals, and the number of center participants present for each day of the serving week. The numbers on this form should directly match those on the Item Delivery Tickets and the Participant sign-in sheets.



- F. **Meal Orders.** The meal order is a form submitted to NARCOG in which the Contractor designates the number of meals needed for each serving day. The meals are designated on the meal order form by meal type. Failure to submit the meal order in a timely manner will result in NARCOG placing an order based on the most recent full week's order. This may result in not enough meals being ordered OR too many meals may be ordered, in which case the Contractor will be responsible for paying for any additional meals ordered but not able to be served.
- G. **Center Manager Time Logs and Volunteer Time Logs.** The Contractor shall submit to Center Manager and Volunteer Time Logs (log template to be provided by NARCOG) for each center manager, employee, Senior Aid, and volunteer, indicating the number of hours worked by service type.
1. The logs will indicate the type of service provided and the number of hours spent on each service by either the center manager or the volunteers on their respective logs. The time logs shall be completed accurately, including all column and row totals prior to submitting to NARCOG. The total daily time should not exceed the total hours worked by the center manager or the volunteer for that day.
  2. Any new requirements or new services added by ADSS or NARCOG will be reported in the same manner, meeting all necessary reporting requirements.
- H. **Donation Sheet for Congregate & Home Delivered Meals.** The Contractor shall use this form provided by NARCOG in each center to document all contributions received for nutrition services. The form will also be used to record signatures of those verifying the amounts of the contributions per guidelines and procedures established by ADSS and NARCOG.
- I. **Participant Sign-in Sheets.** Each center is to make a sign-in sheet available each day meals are served. Eligible participants are to sign-in each day on these sheets. These sheets provide legal documentation for those participants consuming a congregate meal and should match those participants on the meal logs as having received a meal that date. The sign-in sheets must be maintained for review by ADSS or NARCOG. The Contractor agrees to provide copies of all sign-in sheets to NARCOG as requested.
- J. **Home Delivered Meals Delivery Sheets.** Each center is to maintain delivery sheets for all home delivered meals delivered to eligible participants. These sheets provide legal documentation for those participants receiving a home delivered a meal and should match those participants on the meal logs as having received a meal that date. The home delivered meals delivery sheets must be maintained for review by ADSS or NARCOG. The Contractor agrees to provide copies of all delivery sheets to NARCOG as requested.



**VII. Waiting List for Meals.** On a monthly basis, the Contractor must submit waiting list information to NARCOG for those waiting for meals services. The information submitted must include the names, dates of birth and be organized by center and then by meal type (congregate or home delivered). The due date for the waiting list is in **EXHIBIT D / ATTACHMENT C.**

**VIII. Staffing and Training.**

- A. The Contractor shall provide a center manager to work a minimum of four hours daily at each site.
- B. In selection of the nutrition center manager, preference should be given to qualified participants who are older persons if job qualifications are the same.
- C. The center managers shall be required to attend program-related training as required by NARCOG. The training shall provide up-to-date information on new rules, regulations, and techniques relating to the services provided in the centers.
- D. The Contractor will also require their staff to participate in training sessions and other meetings sponsored by the ADSS and NARCOG.
- E. In conjunction with NARCOG, the Contractor will develop a staff training plan for new center managers that includes at least the following elements:
  - 1. Introduction to Older Americans Act nutrition services and center management.
  - 2. Introduction to the ENP Guide to Meal Services and training on specific chapters.
  - 3. Training on safe food handling procedures and practices.
  - 4. Training on all program forms.
  - 5. Training on eligibility guidelines and the completion of the *Participant Enrollment Forms*.
- F. The Contractor shall recruit, train, and supervise an active volunteer force for both congregate and home-delivered meals programs. All volunteers shall receive basic food safety and sanitation training prior to handling and serving food.
- G. The Contractor shall arrange for an adequate number of paid and volunteer staff necessary to carry out the nutrition services at each center, including clean-up after serving meals.
- H. In the event of a center manager's absence, only a qualified designee may act as a substitute.

- IX. Provision of Nutrition Support Services.** The Contractor agrees to:
- A. Provide outreach that will insure maximum utilization of nutrition services.
  - B. Provide round-trip transportation for participants who want to attend elderly nutrition centers who cannot provide their own transportation.
  - C. Provide *nutrition education* services to nutrition center participants (both congregate and homebound) according to the schedule provided by NARCOG. Topics and copies of materials will be provided by NARCOG.
  - D. Work with participants and NARCOG to provide Nutrition Counseling services to participants with a high nutrition risk as identified by the Nutrition Health assessment on the *Participant Enrollment Form*.
  - E. Provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. These on-going social and recreation activities are to be available at all times during program hours, except when meals are being served.
  - F. Provide opportunity for social work intake and counseling, i.e., Vocational Rehabilitation, Mental Health Center, Community Action Agencies, Social Security, D.H.R. (including SNAP & AESAP programs), etc.
  - G. Maintain a variety of informational programs, educational programs and recreational activities for all interested participants. This includes the use of visual information (i.e. posters, pamphlets, magazines) which should be available to center participants on a continuous basis.
- X. Participant Contributions (Donations).** The Contractor shall provide opportunities for participants who receive nutrition services to make contributions/donations according to their ability to pay. Participants wishing to contribute for services received through Title III funds should be given a fair and voluntary opportunity to contribute toward the cost of services through *non-coercive* and *confidential* methods.
- A. There is no cost or charge to any participant for a meal offered in the nutrition program under this contract, but rather participants are to be provided an opportunity to make a voluntary contribution/donation.
  - B. If an eligible participant is unable or unwilling to donate, meals or services may not be denied based upon their inability or unwillingness to donate.
  - C. The Contractor should provide a locked money receptacle for each nutrition center.



- D. The privacy of each participant with respect to his or her contribution shall be protected. The most recommended suggested method is by use of individual donation envelopes.
- E. Two volunteers are to count participant contributions daily. The center manager is to count these contributions a third time to verify them.
1. Contributions are to be recorded in separate amounts for congregate and home delivered meals on the *Weekly Donation Sheet for Congregate & Home Delivered Meals*.
  2. The center manager and volunteers are to sign the *Client Weekly Donation Sheet for Congregate & Home Delivered Meals* verifying the amounts collected.
- F. Monies collected from participants for both congregate and home-delivered meals will be deposited every week.
- G. The Contractor is to keep the *Weekly Donation Sheet for Congregate & Home Delivered Meals* forms and copies of all deposit slips on file at the Contractor's office for review during audits.
- H. The monthly total of all contribution amounts is to be entered on the monthly *Agency Contractor Monthly Request for Reimbursement Form* submitted to NARCOG.
- XI. Meal Orders.** The Contractor must receive and serve a minimum of 25 meals per day, five days per week for each elderly nutrition center. The Contractor may shift the number of meals allotted between centers and meal type but must adhere to the following parameters:
- A. Serve no less than 25 *hot* meals per day out of each respective nutrition center. The 25 meals may be a combination of congregate and home delivered meals.
  - B. The Contractor agrees to provide a meal meeting the Department's State Bid Specs (either a picnic meal or a frozen meal) to participants (congregate and home-delivered) identified as "high nutritional risk" on days the centers are closed.
  - C. Unassembled and Assembled picnic lunch menus may be substituted for hot meals.
    1. If all meals are replaced for that day with picnic meals, then there is no minimum to the number of picnic meals to order.
    2. Should there be a special event planned that requires the Contractor to exceed the regular day's meal order, the Contractor must get prior approval from NARCOG at least fifteen (15) working days in advance.
    3. If meals will exceed contract amounts, then arrangements for reimbursement to NARCOG for the extra meals must be made and put in writing.

- XII. Homebound Criteria & Eligibility.** The contractor will utilize the *NARCOG Home Delivered Meals Eligibility Criteria (EXHIBIT D / ATTACHMENT D)* in determining eligibility for the home delivered meals program. These criteria are a more detailed set of criteria than those outlined in the ENP. The Contractor will use these criteria and evaluate each situation individually utilizing these guidelines. The Contractor should make notes/comments on the *Participant Enrollment Form* to justify the meals for each participant.



**EXHIBIT D / ATTACHMENT A**

**Older Americans Act (OAA)  
FY22 Nutrition Services Definitions**

**Eligibility: Meals must be served to individuals**

- Age 60 and over
- Spouses of any age of an eligible participant
- Person with Disability residing with eligible participant
- Person with Disability @ Senior Centers located in Housing Facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60
- Volunteer assisting at mealtime

**Verification:** Must complete enrollment form and nutrition assessment annually. All C2 participants must complete ADL/IADL checklist on enrollment form, however this is not required for eligibility of service. Volunteer must complete participant information on enrollment form. Eligible individuals may be authorized to receive C1 and/or C2 meals for recording activities of service.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, low-income older adults, minority older individuals, those residing in rural areas, older people with limited English proficiency, and older people at greatest risk for institutional care (i.e., has at least two ADL impairments).

<b>Service Category</b>	<b>Fund Source</b>	<b>Unit</b>	<b>Definition</b>	<b>Notes</b>
<b>Congregate Meals</b>	Title III-C1 State Local Program Income Other	1 meal = 1 unit*  <b>Registered participant</b>  <b>Aggregate for approved events</b>	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by AAAs and meets all the requirements of the OAA and state/local laws.  (SPR/OAAPS 2021)	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist.  Only congregate meals served under situations of picnics or shelf stables may be entered into the meal management system as "aggregate" when approved by ADSS.

<b>Home-Delivered Meals</b>	Title III-C2 State Local Program Income Other	1 meal = 1 unit*  <b>Registered participant</b>	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by the AAA and meets all the requirements of the OAA and state/local laws.  (SPR/OAAPS 2021)	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist.  <b>Must complete the ADL/IADL section of the enrollment form for federal OAAPS reporting. Individuals who are isolated and do not have access to public/private transportation can receive home-delivered meals.</b>
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Service Category	Fund Source	Unit	Definition	Notes
<b>Nutrition Counseling</b>	Title III-C1 Title III-C2 State Local Program Income Other	1 hour = 1 unit  Capture 1 unit per hour per individual  <b>Registered participant</b>	A standardized service as defined by the Academy of Nutrition & Dietetics (AND) that provides individualized guidance to individuals (or their caregivers) at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutritional status with a measurable goal.  (SPR/OAAPS 2021)	Hours (partial hour may be reported to two decimal places, e.g. 0.25 hours.)  <b>Title III-D funds cannot be used for Nutrition Counseling.</b>



Service Category	Fund Source	Unit	Definition	Notes
<b>Transportation subservice (Home-Delivered Meals)</b>	Title III-C2 State Local Program Income Other	1 delivery = 1 unit  <b>Registered participant</b>	This unit of transportation may apply to meals of any type delivered to the participant's residence from the senior center or other drop-off point.  If the AAA pays to deliver a frozen meal pack, it is one unit of transportation per delivery and per person, but not per meal.	Does not include meal deliveries by GA Foods to the participant's residence. The cost of GA Foods' meal delivery is part of the meal cost.  Does not include family pick-up and delivery.  <b>Title III-B funds cannot be used to transport meals.</b>

<b>Nutrition Education</b>	Title III-C1 Title III-C2 State Local Program Income Other	1 session =1 unit  Capture 1 unit per session Capture estimated audience size.  <b>Non-Registered Service (Aggregate)</b>	An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.(National Nutrition Monitoring and Related Research Act of 1990 and Input Committee) (SPR/OAAPS 2021)	All materials must be approved by ADSS Registered Dietitian Nutritionists prior to use.  May be delivered in-person or via video, audio, online, or the distribution of hardcopy materials.  Examples: 1 presentation = 1 session <ul style="list-style-type: none"> <li>• Even if offered more than 1 time, by more than 1 presenter, and/or in multiple formats.</li> </ul> 1 social media message = 1 session <ul style="list-style-type: none"> <li>• Includes text messages</li> </ul> 1 newsletter = 1 session <ul style="list-style-type: none"> <li>• Even if containing more than 1 article</li> </ul> 1 set of hardcopy materials = 1 session <ul style="list-style-type: none"> <li>• Each set covering a different topic/message = separate session</li> </ul> The same message communicated more than one way (e.g., menu notes + social media) = 1 session  <b>Title III-D funds cannot be used for Nutrition Education.</b>
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\* Note:

- (1) Liquid Meal Replacements: 2 cans = 1 unit (**Do not count toward NSIP effective 10-1-15**)
- (2) Liquid Meal Replacements-must have doctor's order in file and update annually.

Sources:

1. <https://www.aaaps-pilot.acl.gov/api/upload/download?title=III&downloadType=FAQ>
2. <https://www.aaaps-pilot.acl.gov/api/upload/download?title=III&downloadType=AppendixA>



**EXHIBIT D / ATTACHMENT B**

**SERVING DAYS FOR FISCAL YEAR 2022**

**OCTOBER**

Serving Days: 20  
Theme Day: None  
Holidays: Oct 11 Columbus Day

**NOVEMBER**

Serving Days: 19  
Theme Day: Nov. 24  
Holidays: Nov. 11 Veteran's Day  
Nov. 25-26 Thanksgiving

**DECEMBER**

Serving Days: 17  
Theme Day: Dec. 22  
Holidays: Dec. 24-30 Christmas  
Dec. 31 New Year (Obs)

**JANUARY**

Serving Days: 20  
Theme Day: None  
Holidays: Jan 17 ML King Day

**FEBRUARY**

Serving Days: 19  
Theme Day: None  
Holidays: Feb 21 President's Day

**MARCH**

Serving Days: 23  
Theme Day: None  
Holidays: None

**APRIL**

Serving Days: 19  
Theme Day: April 14  
Holidays: April 15 Good Friday  
April 25 Confed Mem

**MAY**

Serving Days: 21  
Theme Day: May 27  
Holidays: May 30 Memorial Day

**JUNE**

Serving Days: 20  
Theme Day: None  
Holidays: June 6 Jeff Davis  
June 20 Juneteenth

**JULY**

Serving Days: 20  
Theme Day: July 1  
Holidays: July 4 Independence

**AUGUST**

Serving Days: 23  
Theme Day: None  
Holidays: None

**SEPTEMBER**

Serving Days: 21  
Theme Day: None  
Holidays: Sept. 5 Labor Day

TOTAL SERVING DAYS = 242

EXHIBIT D / ATTACHMENT C

**NUTRITION PROGRAM REPORT DUE DATES - FY 2022**

REPORT NAME	FREQUENCY	DUE DATE
<p>Item Delivery Tickets*</p> <p>Meal Served Record*</p> <p>Donation/Contribution Report*</p> <p>*Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.</p>	<p>Weekly</p>	<p>Due into NARCOG by Tuesday at noon following the prior week ending on Friday.</p> <p>Centers and/or COA offices are to drop off, mail or fax tickets to NARCOG by Tuesday.</p> <p>If Tuesday falls on holiday-tickets/reports will be due on Wednesday by noon.</p>
<p>Meal Orders</p> <p>**If not received by noon in order to input into the food service provider ~ NARCOG will fill/repeat the prior week's meal order.</p> <p><b>Special Meal Orders</b></p>	<p>Weekly</p>	<p>Must be received by Tuesday at noon for the following week's meal orders. **</p> <p>Special Meals (shelf-stable); Large Menus; and Large Picnic orders must be approved <b>three weeks in advance</b> by ADSS, GA Foods and NARCOG.</p>
<p>Center Manager Time Logs &amp; Volunteer Time Logs*</p> <p>*Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.</p>	<p>Monthly</p>	<p>5<sup>th</sup> working day of the month following month end</p> <p>(Nov 5, Dec 7, Jan 8, Feb 5, Mar 5, Apr 8, May 7, Jun 8, Jul 8, Aug 6, Sep 8, Oct 7)</p>
<p><u>MEAL LOGS/MONTH END PAPERWORK</u></p> <p>Aggregate Logs*</p> <p>Single Service Congregate Meal Logs*</p> <p>Single Service Homebound Meal Logs*</p> <p>Transportation Logs*</p> <p>Volunteer Meal Delivery Reporting Form (if applicable)</p> <p>Medicare Minute Report Form</p> <p>Center upcoming monthly activity calendar</p> <p>*ALL logs must be verified by coordinator for accuracy prior to sending to NARCOG</p> <p>Participant Enrollment Forms***</p>	<p>Monthly</p>	<p>5<sup>th</sup> working day of the month following month end</p> <p>(Nov 5, Dec 7, Jan 8, Feb 5, Mar 5, Apr 8, May 7, Jun 8, Jul 8, Aug 6, Sep 8, Oct 7)</p> <p>*** <u>ALL enrollments must be entered timely.</u> All current enrollments must have been entered by due date for month end paperwork submission to ensure that units/meals can be posted.</p>



<b>MEALS WAIT LIST by Center</b> (Follow guidelines for reporting ~ Exhibit C "Scope of Services" number VII)	<b>Monthly</b>	<b>5<sup>th</sup> working day of the month following          month end</b> (Nov 6, Dec 7, Jan 8, Feb 5, Mar 5, Apr 8, May 7, Jun 8, Jul 8, Aug 6, Sep 8, Oct 7)
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If in doubt about a due date or deadline, please contact the Nutrition Department at NARCOG.

Revised 09.02.2021

## EXHIBIT D / ATTACHMENT D

### NARCOG Home Delivered Meals Eligibility Criteria

When considering home delivered meals eligibility, a person must meet *all* the following criteria *in addition to* the eligibility criteria established by the Alabama Department of Senior Services:

**(1) Is the person homebound?**

The person must meet the definition of homebound as follows: the definition of homebound individual is one that is normally unable to leave home without considerable difficulty and/or assistance. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.

**AND**

**(2) Can the person meet his/her basic nutritional needs?**

The person must be unable to meet basic nutritional needs. That is, the person is unable to prepare/has difficulty preparing at least one nutritious meal daily because of:

- A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
- Lack of knowledge or skills to select and prepare nourishing and well-balanced meals, or
- Lack of means to obtain or prepare nourishing meals, or
- Lack of incentive to prepare and eat a meal alone.

**AND**

**(3) Does the person meet the vulnerability criteria?**

A person is considered vulnerable if s/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment. (Note that the ADL/IADL is one of the ADSS minimum criteria for eligibility.)

- Activities of daily living are eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
- Instrumental activities of daily living are preparing meals, shopping, medication management, managing money, using the telephone, doing housework, accessing transportation;

**AND**

The person lacks an informal support system. That is, the person has no one living with him/her who is both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

## EXHIBIT E



**FUNDING ALLOCATION FY 2021**

**SOURCE OF FUNDS**  
**Older Americans Act Title III Services**

These funds are reimbursed to the Contractor based on properly submitted documents and NARCOG approval. Proof of services must be submitted along with a request for reimbursement. The Contractor must also meet the requirements set forth in the scope of services (**EXHIBITS A, B, and C**).

Source of Funds	Allocation
Total III Funds Allocated	\$45,250.00

\*The dollar amounts listed above for Older Americans Act Title III programs are based upon the total funding received during FY2020-2021 and estimates for FY2022. Final funding amounts are subject to receipt of FY2022 Notification of Grant Award (N.G.A.) from ADSS and availability of Federal Funds if any. NARCOG has not yet received the N.G.A.s from ADSS. If the total funding amount received from ADSS differs from the estimates for FY2022, NARCOG reserves the right to amend the amounts listed above.

**MEALS ALLOCATION FY 2022**  
**SOURCE OF FUNDS: TITLE IIIC, NUTRITION SERVICES**

The number of meals listed in the table below is the allocation that NARCOG shall allocate to the Contractor as a part of this contract. Actual funding for these meals will vary depending on what type of meals are needed and ordered by the Contractor. The Contractor must meet the requirements set forth in the scope of services (**EXHIBIT D**).

	Source of Funds	Number of Meals*
1.	<b>Part C-1 Federal Funds, Congregate Meals</b> Meal Types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery), Medical Nutrition Therapy Meal Replacement (center delivery), Shelf Stable Meals (center delivery).	36,837
2.	<b>Part C-2 Federal Funds, Home-Delivered Meals</b> Meal types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery and door-to-door), Medical Nutrition Therapy Meal Replacement (center delivery and door-to-door), Shelf Stable Meals (center delivery and door-to-door).	38,624
3.	<b>TOTAL MEALS</b>	75,461

\*The estimates of number of meals listed above are based upon actual, current meal usage by the contractor at the end of FY2021 and projected for FY2022. Final funding amounts and number of meals available are subject to receipt of FY2022 Notification of Grant Award (N.G.A.) from ADSS and availability of Federal Funds and NSIP Reimbursement. NARCOG reserves the right to amend the number of meals listed above.

It is expected that the Contractor will manage their meal usage by determining a weekly schedule of meals to be served based on the number of allocated meals and the number of serving days. The basic formula for this is: # of meals allocated ÷ serving days = number of meals served per day).

At the end of each Quarter, NARCOG will evaluate whether the Contractor has served the full number of allocated meals equal to the amount expected at that point in the fiscal year. If the Contractor has served more meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG stating how it will decrease the meals served in an amount that would prevent the Contractor from exceeding the total meals allocated for the year. Should the Contractor serve less meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG showing how it will increase meals to meet contract requirements. NARCOG reserves the right to re-allocate the meals to another Contractor should the plan and/or the Contractor performance indicate that Contractor cannot serve all meals for the fiscal year.



## EXHIBIT F

### CONTRACT ASSURANCES

#### ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1974

**HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, 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 for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately; take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or the case of any transfer of such property, and transferee, for the period during which the real property, structure is used for a purpose for which the real property, structure is used for a purpose for which the Federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date thereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representatives and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.



**ASSURANCE ON COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE  
AMERICANS WITH DISABILITIES ACT**

The Contractor HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received Federal financial assistance from the department (hereinafter called the "Contractor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Contractor.



## NON-DISCRIMINATION AFFIRMATIVE ACTION PROGRAM: DSPs AND GRANTEES

During the term of this contract, the DSP and Grantee agrees as follows:

- A. The DSP or Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, physically handicapped, or national origin. The DSP or Grantee will take affirmative action to ensure that applicants are employed, and the employees are treated, during employment, without regard to their race, color, religion, sex, physical handicap, or national origin.

Such action shall include, but not limited to, the following:

Employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DSP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination article.

- B. The DSP or Grantee will, in all solicitation or advertisement for employees placed by or on behalf of the DSP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical handicap, or national origin.
- C. The DSP or Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding notice advising the said labor union of workers' representative of the DSP's commitments under this non-discrimination article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The DSP or Grantee will comply with all provisions of Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the Council of Governments, the funding agency, and the Secretary of Labor.
- E. The DSP or Grantee will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Council of Governments, and funding agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the DSPs' or Grantees' non-compliance with the non-discrimination article of this contract or with any of the said rules, regulations, or orders, with any said rules, regulations, or orders, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the DSP may be declared ineligible for contracts in



accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The DSP or Grantee will not discriminate against any employee because of physical or mental handicap regarding any position for which the employee or applicant is qualified in accordance with the Rehabilitation Act of 1973, Section 504.
- H. No persons in the United States shall, based on age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination Federal financial assistance in accordance with the Age Discrimination Act of 1975.
- I. The DSP or Grantee will include the provisions of paragraph A through H in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each DSP or vendor. The DSP will take such action with respect to any DSP or purchase order as the Council of Governments or funding agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; providing, however, that, in the event the DSP becomes involved in, or is threatened with, litigation with a DSP or vendor as a result of such direction by the Council of Governments or funding agency, the DSP may request the funding agency to enter into such litigation to protect the interest of the United States.
- J. In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in Section 403 (b) of Executive Order No. 11246, as amended, remain in effect and, where shall be observed in the performance of this contract until revoked or superseded by appropriate authority.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**(To be supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (b) Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**CERTIFICATION REGARDING LOBBYING:  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The Grantee certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.



## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The policy of the North Central Alabama Regional Council of Governments (as adopted on March 20, 1989) requires that all DSPs and DSPs of the Council and all host agencies of enrollees in a contract-funded program shall be required to certify their compliance with the Drug-Free Workplace Act of 1988 (PL. 100-690, Title V, Subtitle D).

During the term of this contract, the DSP and Grantee agrees as follows:

The use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensing of any controlled substance by any Council employee, intern, or enrollee in a contract-funded program during working hours, while on the premises, while representing the Council, or while at an assigned workplace, or by any DSP or DSP personnel while in the performance of a grant or contract funded through the Council is absolutely prohibited.

Council employees, interns, and enrollees are strictly prohibited from being under the influence of alcohol or any controlled substance during working hours, while on the premises while representing the Council, or while at an assigned workplace, and DSP or DSP personnel are strictly prohibited from being under the influence of alcohol or any controlled substance while in performance of a grant or contract funded through the Council.

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, intern, or enrollee's work ability, job performance, or the safety of others in the workplace.

All DSPs, DSPs, and host agencies must notify the Council in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract funded through the council, or by an enrollee during working hours or while at an assigned workplace, no later than five (5) days after such conviction. Any DSP, DSP, or host agency that knowingly violates or permits the violation of this policy or otherwise fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the Council or the services provided through the respective program.

### **IMMIGRATION**

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the DSP affirms, 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.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

### **CONFLICT OF INTEREST**

The DSP agrees that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The DSP further agrees that in the performance of this agreement, no person having such interest shall be employed. The DSP further agrees that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

### **DEFICIT REDUCTION ACT**

The Grantee shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the ADSS shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.



Cullman County Commission  
Cullman, Alabama

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

Date: 8/16/2021

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

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: GovDeals ~~X~~ Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

To be donated to: Cullman County Fire Association

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: IGNLC2E04CR325234 Tag # 5383500

Description: 2012 Chevy Tahoe

Reason for disposal: Mechanical Issues. No longer suitable for Law Enforcement Use.

Department: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

Transferred to: \_\_\_\_\_

Department Head Signature: Matt [Signature]

For Office Use

Verified: ML

Date: 8/16/21



### Asset Profile

**CRT# 4 [2003 CAT GENERATOR 400 MODEL]**

Entity Name: Cullman County Garage

Serial #: 0000E9ES05697

Group Tree: \COURTHOUSE

Manufacturer: CAT

Category: EQUIPMENT

Model: ENGINE # 1DZ05437

Type: GENERATOR

Vendor:

Budget: 0420 CRT

Customer:

Status: ACTIVE

Purchase Date: 1/5/2012

Purchase Cost: \$0.00

DIVISON::

DRIVER::

TAG#:

2003 300 kW





### Asset Profile

914 [1989 OSHKOSH SNOW PLOW TRUCK]

Entity Name: Cullman County Garage

Serial #: 6786R89

Group Tree: \ROAD

Manufacturer: OSHKOSH

Category: EQUIPMENT

Model: WT2206

Type: SNOW PLOW

Vendor:

Budget: 232 RD

Customer:

Status: ACTIVE

Purchase Date: 10/23/2018

Purchase Cost: \$0.00

DIVISON::

DRIVER::

TAG#:

### Note

Note Type	Note	Modified By	Note Date
GENERAL	ARMY SPECIFIED 250HR OIL CHANGE 500HR TRANSMISSION FILTER 1000HR TRANS OIL	Sandra Hyde	2/6/2019

*1989 - T-2206*



Asset Profile

*19105 VEN*

OHV-12 [1988 GMC 1500 (BLUE) 4X4]

Entity Name: Cullman County Garage

Serial #: 2GCDC14H4J1267852

Group Tree: OHV PARK

Manufacturer: GMC

*7582*

Category: VEHICLES

Model: 5.7 ENG

Type: GMC TRUCK

Vendor:

Budget: 0560 OHV PARK

Customer:

Status: INACTIVE

Purchase Date: 4/10/2013

Purchase Cost: \$0.00

DIVISON::

DRIVER::

TAG#:

Note

Note Type	Note	Modified By	Note Date
GENERAL	THIS VEHICLE IS FROM SHERIFF'S DEPT TAKEN IN ON RAID--PER JOE SHERIFF DEPT GAVE THIS VEHICLE TO THE GARAGE AND THE GARAGE IS LETTING OHV USE IT.	GARAGE	8/15/2014





### Asset Profile

11 [2002 CHEVY TRUCK]

Entity Name: Cullman County Garage

Serial #: 1GCEC14W62Z282905

Group Tree: \GARAGE

Manufacturer: CHEVY

Category: VEHICLES

Model: 4.3 VORTEC

Type: CHEVY TRUCK

Vendor:

Budget: 234 GAR

Customer:

Status: ACTIVE

Purchase Date: 4/20/2005

Purchase Cost: \$0.00

DIVISION:: 38064CO

DRIVER:: 38064CO

TAG#:

*wrecked*



### Asset Profile

<b>713 [ARMY FORKLIFT HYSTER]</b>	
<b>Entity Name:</b> Cullman County Garage	<b>Serial #:</b>
<b>Group Tree:</b> \ROAD	<b>Manufacturer:</b> HYSTER
<b>Category:</b> EQUIPMENT	<b>Model:</b> H60XLM
<b>Type:</b> FORKLIFT	<b>Vendor:</b>
<b>Budget:</b> 232 RD	<b>Customer:</b>
<b>Status:</b> INACTIVE	<b>Purchase Date:</b> 5/2/2006
	<b>Purchase Cost:</b> \$1,500.00

DIVISON::

DRIVER::

TAG#:

#### Note

Note Type	Note	Modified By	Note Date
PURPOSE	SERVICE  15W40- 12 QTS BT427 OIL FILTER	GARAGE	8/15/2014





### Asset Profile

W-21 [1985 F-700 FORD DUMP]

Entity Name: Cullman County Garage

Serial #: 1FDWK74NFVA237301

Group Tree: WATER DEPT

Manufacturer: FORD

Category: VEHICLES

Model: 8.2 DIESEL

Type: FORD TRUCK

Vendor:

Budget: 0480 WATER

Customer:

Status: ACTIVE

Purchase Date: 8/3/2011

Purchase Cost: \$0.00

DIVISON::

DRIVER::

TAG#:

#### Note

Note Type	Note	Modified By	Note Date
GENERAL PURPOSE	THIS IS THE W-14 OLD SERVICE	GARAGE	8/15/2014
	15W40- 16 QTS B6 OR B1428 OIL FILTER (2) BF592 FUEL FILTER BF593 FUEL FILTER PA2483 AIR FILTER	GARAGE	8/15/2014
	10/24 SERVICED		

*Single wheel Dump  
white*



The Altus Tower X2 provides exceptional design flexibility, offers extraordinary play value and beautiful design aesthetics that keep children playing longer.

### Features and Benefits:

- Includes 12' tall decks, massive tube slides and an internal climber for quick access.
- Choose from a variety of panels and play components to create a unique tower.
- DirectBolt® connections are ASTM compliant straight from the factory and are easier to install and maintain.

Model: PS21203  
Use Zone: 53' X 50'  
Fall Height: 12'  
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.





c/o Struthers Recreation, LLC.  
 P.O. Box 1178  
 Pelham, AL 35124  
 Phone: 800-221-8869  
 Fax: 205-663-5012

08/18/2021  
 Quote #101741-01-01

## Cullman County Grant Playground - Manaslu

Cullman County Parks and Recreation  
 Attn: Sara Morgan  
 1544 Sportsman's Lake Road NW  
 Cullman, AL 35055  
 Phone: 2563478334  
 smorgan@co.cullman.al.us

Ship to Zip 35055

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$60.00	\$60.00
1	RDU	GameTime - PS21203 - Manaslu	\$109,909.00	\$109,909.00
1	INSTALL	Struthers Recreation - Installation of Equipment- Owner to provide clear, level site. Safety surfacing by others	\$20,640.00	\$20,640.00
Contract: OMNIA			<b>Sub Total</b>	\$130,609.00
			<b>Grant</b>	(\$54,954.50)
			<b>Material Surcharge</b>	\$15,260.97
			<b>Freight</b>	\$2,000.00
			<b>Total</b>	<b>\$92,915.47</b>

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to [GameTime](#) when purchasing through the contract.

Pricing reflects GameTime's **Matching Funds Grant - Cash with Order**. Payment must be made at time of order. Order must be placed by November 2, 2021, otherwise pricing will be subject to change. Order must be delivered by December 31st, 2021. Owner is responsible for unloading of and storage of all equipment until ready for installation.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days**. If ship to zip code changes, freight may change. **UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**

Bid # 1360

Aggregate 95% - 93.5%

The finished mix will not exceed 180 F when produced either through a hot mix plant or pugmill.

### TESTING OF MIXTURE

The high performance cold mix shall meet the following requirements:

ASTM D 2489	Coating	95% min
Visual	Stripping in distilled water <sup>1</sup>	5% max

Place a suitable size test sample of finished mixed material in a glass jar or beaker and cover with distilled water, and fitted with a tight cover. The contents shall be allowed to sit for a period of 24 hours at normal laboratory temperatures and then agitated for a period of 60 seconds. Pour excess water from beaker or jar and remove sample to surface after which it will be visually examined for stripping of the bituminous material from the aggregate.

### TRANSPORT OF MATERIAL

Cold Mix shall be picked up at the plant designated in the bid. It is the intent of Cullman County to choose the material supplier that offers the lowest composite advantage. This determination is intended to account for the Cold Mix and the cost of hauling the material.

\$ 75.00 Bid Price (per ton)

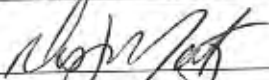
JASPER AL Plant Location

Name of Bidder: ADVANCED ASPHALT PRODUCTS LLC.

Address: 25601 HWY 69

JASPER AL 35504

Telephone/Fax: 205-387-1762

Signature: 

Title: OWNER



First month or week

Rate at 1<sup>st</sup> month  
or 1<sup>st</sup> week

Rental Payment: Excavator with hammer to include all fee's

Monthly: \$ 11,780.00

\$ 11,330.00

Weekly: 4,227.00

\$ 3,777.00

John Deere 2105  
with NPK GH10  
Hammer.

Cullman County to provide Insurance for rental period.  
Delivery & Pickup include in First month/week quote.  
Quoted based on availability at Time of need.

**Bid Specifications for Excavator with hammer**

**Engine**

Rated Net Power (ISO 9249) shall be no less than 155 hp @ 1900 RPM (119 kW).

Engine must be certified to EPA Final Tier 4.

Engine shall have six cylinders and a displacement of no less the 403 cu in (6.8L).

Weight to be 50,000 lbs. or greater without hammer.

Excavator to have polycarbonate front window guard.

Excavator to have Air suspension heated seat.

Excavator to have Power Train & hydraulic warranty for the Rental period.

Carrier mounted auto Lube mounted on the excavator to automatically lube the hammer.

**Hammer**

4,000 lbs. impact class or more

4,430 lbs. working weight or more

5.2 in. tool diameter or more

24.5 in. tool working length or more

Warrior Tractor

Bid # 1361

STATE OF ALABAMA  
 CULLMAN COUNTY, CULLMAN, ALABAMA  
 CULLMAN COUNTY COMMISSION

Bid No. 1362

To be received, not later than: 2:00 p.m. Wednesday, September 15, 2021

Gentleman:

1 OF 4 PAGES

Sealed bids will be received by the Purchasing Agent at the Courthouse in Cullman, Alabama, located at 500 2<sup>nd</sup> Ave. SW, Room 105 until the above time and date, and then opened as soon thereafter as practicable for furnishing the items below, f. o. b. points shown:

More than one award may be approved and work request will be made base upon vicinity, schedules, and availability.

SURFACE TREATMENTS

Cullman County desires bids for performing surface treatments to various roads in Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS. The bidder shall include all necessary labor, equipment, and materials required to clean roadways, prepare roadways, haul, and spread material in place. All materials shall meet the current and standard specifications and special provision for the specified surface treatment provided by the Alabama Department of Transportation. Bidders shall supply haul tickets and appropriate BMT's for aggregate and liquid asphalt.

1. **Price per square yard to place a surface treatment on an existing roadway surface. Price to include all materials, labor, and equipment required to clean roadway, apply treatment, spread, and compact material in place in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall use CRS-2P only where polymer is specified unless otherwise approved by the County Engineer.**

Item: 401B, Bituminous Treatment KJG

Liquid Asphalt CRS-2 without Polymer

\$ <u>12.99</u> /SYCIP	0-11750 SY
\$ <u>7.30</u> /SYCIP	11751-58750 SY
\$ <u>6.29</u> /SYCIP	58751-117500 SY
\$ <u>6.28</u> /SYCIP	Above 117500 SY

Liquid Asphalt CRS-2 with Polymer

\$ <u>13.40</u> /SYCIP	0-11750 SY
\$ <u>7.70</u> /SYCIP	11751-58750 SY
\$ <u>6.71</u> /SYCIP	58751-117500 SY
\$ <u>6.70</u> /SYCIP	Above 117500 SY

Item: 401B, Bituminous Treatment JG

Liquid Asphalt CRS-2 without Polymer

\$ <u>11.64</u> /SYCIP	0-5000
\$ <u>5.93</u> /SYCIP	5001-11750 SY
\$ <u>4.91</u> /SYCIP	11751-58750 SY
\$ <u>4.34</u> /SYCIP	58751-117500 SY
\$ <u>4.33</u> /SYCIP	Above 117500 SY

Liquid Asphalt CRS-2 with Polymer

\$ <u>12.02</u> /SYCIP	0-5000
\$ <u>6.31</u> /SYCIP	5001-11750 SY
\$ <u>5.29</u> /SYCIP	11751-58750 SY
\$ <u>4.72</u> /SYCIP	58751-117500 SY
\$ <u>4.71</u> /SYCIP	Above 117500 SY

Item: 401B, Bituminous Treatment G

Liquid Asphalt CRS-2 without Polymer

\$ <u>9.66</u> /SYCIP	0-5000
\$ <u>4.21</u> /SYCIP	5001-11750 SY
\$ <u>2.36</u> /SYCIP	11751-58750 SY
\$ <u>2.19</u> /SYCIP	58751-117500 SY
\$ <u>2.18</u> /SYCIP	Above 117501 SY

Liquid Asphalt CRS-2 with Polymer

\$ <u>9.81</u> /SYCIP	0-5000
\$ <u>4.36</u> /SYCIP	5001-11750 SY
\$ <u>2.51</u> /SYCIP	11751-58750 SY
\$ <u>2.34</u> /SYCIP	58751-117500 SY
\$ <u>2.33</u> /SYCIP	Above 117500 SY



Item: 401B, Bituminous Treatment E

Liquid Asphalt CRS-2 without Polymer

\$ <u>9.40</u> /SYCIP	0-5000
\$ <u>3.95</u> /SYCIP	5001-11750 SY
\$ <u>2.10</u> /SYCIP	11751-58750 SY
\$ <u>1.93</u> /SYCIP	58751-117500 SY
\$ <u>1.92</u> /SYCIP	Above 117501 SY

2. Price per square yard to place three applications of bituminous materials and aggregate on an existing roadway surface. Price to include all materials, labor, and equipment required to clean roadway, apply treatment, spread, and compact material in place in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall use CRS-2HP unless otherwise approved by the County Engineer.

Item: 409A, Triple Layer Bituminous Treatment

Liquid Asphalt CRS-2 without Polymer

\$ <u>NO BID</u> /SYCIP	0-11750 SY
\$ <u>NO BID</u> /SYCIP	11751-58750 SY
\$ <u>NO BID</u> /SYCIP	58751-117500 SY
\$ <u>NO BID</u> /SYCIP	Above 117500 SY

Liquid Asphalt CRS-2 with Polymer

\$ <u>11.49</u> /SYCIP	0-11750 SY
\$ <u>4.80</u> /SYCIP	11751-58750 SY
\$ <u>4.37</u> /SYCIP	58751-117500 SY
\$ <u>4.35</u> /SYCIP	Above 117500

3. Price per square yard to place a bituminous pavement surfacing composed of an application of polymer modified asphalt rejuvenating scrub seal on an existing roadway surface. Price to include all materials, labor, and equipment required to clean roadway, apply treatment, spread, and compact material in place in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall use CMS-1P or CMS-1PC unless otherwise approved by the County Engineer.

Item: 433A, Pavement Surfacing (Scrub Seal)

Liquid Asphalt CRS-2 without Polymer

\$ <u>NO BID</u> /SYCIP	0-11750 SY
\$ <u>NO BID</u> /SYCIP	11751-58750 SY
\$ <u>NO BID</u> /SYCIP	58751-117500 SY
\$ <u>NO BID</u> /SYCIP	Above 117500 SY

Liquid Asphalt CRS-2 with Polymer

\$ <u>10.69</u> /SYCIP	0-11750 SY
\$ <u>3.31</u> /SYCIP	11751-58750 SY
\$ <u>2.82</u> /SYCIP	58751-117500 SY
\$ <u>2.79</u> /SYCIP	Above 117500 SY

The contractor shall be responsible for all temporary work zone signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. (Note: Work to be done on primed roadways shall commence within seven (7) days of written notice.) Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning. Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of operation of the Cullman County Road Department.

Successful bidder shall include in their bid package their companies W-9 and complete the attached Beason-Hammon Act certificate of compliance.

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid.

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

PRICE ADJUSTMENTS will be made in accordance with the following: It is understood and agreed that the price per square yard of surface treatment is based on prices at the time of opening of bids. Prices on contracts developed from this bid will be adjusted based on the PRICE INDEX per gallon of asphalt as determined by the ALDOT Asphalt Index for the month of AUGUST 2021. Any increase or decrease in asphalt prices will be determined and adjusted by the price index for the month in which delivery and placement is made. Adjustment will be made in accordance with the current ALDOT Specifications. This adjustment shall apply to the amount of liquid used in the Surface Treatment.

The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Cullman County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

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.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:  
CULLMAN COUNTY ENGINEER  
2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336

**WARNING!!!** No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.



**THIS BID MUST BE NOTARIZED.**

Sworn to and subscribed before me

This the 8TH day of SEPT, 2021

*Lisa Marie [Signature]*  
Notary Public

My Commission Expires:  
March 2, 2021



Firm: CHARLES E. WATTS, INC.

By: *[Signature]*  
CHARLES E. WATTS, JR. - PRESIDENT

Street Address: 501 N ALBERT RAINS BLVD

City: GADSDEN, AL 35901

Terms: \_\_\_\_\_

Date: 09/12/2021

Telephone No: 256-547-2554

**IMPORTANT:** Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

**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

STATE OF ALABAMA  
CULLMAN COUNTY, CULLMAN, ALABAMA  
CULLMAN COUNTY COMMISSION

Bid No. 1363

To be received, not later than: 2:00 p.m. Wednesday, September 15, 2021

Gentleman:

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Sealed bids will be received by the Purchasing Agent at the Courthouse in Cullman, Alabama until the above time and date, and then opened as soon thereafter as practicable for furnishing the items below, f. o. b. points shown:

Micro Surfacing Seal Coat

Cullman County desires bids for performing micro surfacing to various roads in Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS. The bidder shall include all necessary labor, equipment, and materials required to clean roadways, prepare roadways, haul, and spread material in place. All materials and construction shall meet the current standard specifications and special provision for the specified micro surfacing seal coat provided by the Alabama Department of Transportation. Bidders shall supply a mix design with bid submittal. Failure to provide this mix design may result in rejection of the bid submittal.

Price per square yard to place a micro surfacing seal coat on an existing roadway surface. Price to include all materials, labor, and equipment required to clean roadway, apply treatment, spread, and compact material in place in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer.

**Item: 403B, Type II**

\$ <u>5.41</u> /SYCIP	0-5000SY
\$ <u>3.77</u> /SYCIP	5001-15000 SY
\$ <u>2.71</u> /SYCIP	15001-100000 SY
\$ <u>2.59</u> /SYCIP	100001-250000 SY
\$ <u>2.57</u> /SYCIP	250001 SY and above
\$ <u>2.85</u> /SYCIP	Leveling Course (As needed for wearing surface)

**Item: 403B, Type II, w/Polymer**

\$ <u>5.61</u> /SYCIP	0-5000SY
\$ <u>3.97</u> /SYCIP	5001-15000 SY
\$ <u>2.91</u> /SYCIP	15001-25000SY
\$ <u>2.79</u> /SYCIP	250000 SY and above
\$ <u>3.05</u> /SYCIP	Leveling Course (As needed for wearing surface)

**Item: 403B, Type III**

\$ <u>5.74</u> /SYCIP	0-5000SY
\$ <u>4.10</u> /SYCIP	5001-15000 SY
\$ <u>3.04</u> /SYCIP	15001-100000 SY
\$ <u>2.92</u> /SYCIP	100001-250000 SY
\$ <u>2.90</u> /SYCIP	250001 SY and above
\$ <u>2.95</u> /SYCIP	Leveling Course (As needed for wearing surface)

**Item: 403B, Type III w/Polymer**

\$ <u>5.94</u> /SYCIP	0-5000SY
\$ <u>4.30</u> /SYCIP	5001-15000 SY
\$ <u>3.24</u> /SYCIP	15001-25000 SY
\$ <u>3.00</u> /SYCIP	250001 SY and above
\$ <u>3.15</u> /SYCIP	Leveling Course (As needed for wearing surface)



The contractor shall be responsible for all temporary work zone signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. (Note: Work to be done on primed roadways shall commence within seven (7) days of written notice.) Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning.

CULLMAN COUNTY

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BID NO.1363

Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of

operation of the Collman County Road Department. Successful bidder shall include in their bid package their companies W-9 and complete the attached Beason-Hammon Act certificate of compliance.

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid.

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

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 with in 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.

More than one award may be approved and work request will be made based upon vicinity, schedule, and availability.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:  
CULLMAN COUNTY ENGINEER  
2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336

**WARNING!!!** No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED.**

Sworn to and subscribed before me  
This the 14<sup>TH</sup> day of September

John D. Little  
Notary Public



Firm: WHITAKER CONTRACTING CORP  
By: Heath Little  
Street Address: 692 Convict Camp Rd  
City: Guntersville  
Terms: NET 30  
Date: 9/14/2021  
Telephone No: 256-673-5768

**IMPORTANT:** Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

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

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