

PUBLIC NOTICE

OFFICIAL NOTICE OF SPECIAL MEETING OF THE CULLMAN COUNTY COMMISSION

The Cullman County Commission has called a Special Called Meeting for Tuesday, August 29, 2023, at 10:00 a.m. to occur at the following location:

Cullman County Courthouse
Commission Meeting Room
500 Second Avenue SW, Room 104
Cullman, Alabama 35055

The sole purpose of this meeting is to:

- A. Recognition: Chris King retiring after 25 years of service with the Sales Tax Department
- B. Recognition: Sharon Townson retiring after 27 years of service with the Library
- C. Recognition: Commissioner Duke for completing Alabama Local Government Training Institute
- D. Recognition: Commissioner Freeman for completing Alabama Local Government Training Institute
- E. Resolution 2023-37: FY 2024 FAA AIP Pre-Application for the Cullman Regional Airport
- F. Resolution 2023-38: Approving a warrant purchase agreement by Cullman County, Alabama, and Piper Sandler & Co.
- G. Authorize Chairman to sign Alabama Department of Youth Services Long Term Detention Subsidy Contract for the period of October 1, 2023, through September 30, 2024
- H. Authorize Chairman to sign the Inmate Communications System agreement with Combined Public Communications, LLC and CyberPath Services, LLC for the Cullman County Detention Center
- I. Ratify commissary agreement with Legacy Commissary Services for the Cullman County Sheriff's Office
- J. Consider the renewal of employee/retiree health insurance enrollment agreement with Blue Cross Blue Shield of Alabama. Renewal to be effective 10/1/2023. Cullman County maintains a self-insured policy that is administered by Blue Cross.

- K. Consider changing stop-loss insurance carrier to Lloyd's of London to be effective 10/1/2023. 2% reduction in annual costs for FY 2024 and authorize Chairman to sign all related paperwork
- L. Consider the renewal of Life, Short-Term Disability, Long-Term Disability, and Critical Illness insurance with Mutual of Omaha. Renewal effective 1/1/2024. No change in rates for FY 2024 and authorize Chairman to sign all related paperwork
- M. Consider the renewal of air ambulance service with AirMedCare and authorize Chairman to sign all related paperwork. Covers all active Cullman County employees eligible for employee benefits. Renewal effective 10/1/2023. No change in rates for FY 2024
- N. Consider adding annual CPI increase to all sanitation rates
- O. Consider a one-time distribution in the amount of \$5,000 to Restoring Women's Outreach from the Opioid Settlement Fund
- P. Consider quote from Haley Company, LLC for Victim Services Flooring Installation in the amount of \$46,819
- Q. Consider quote from Bryant Enterprises for the Board of Education building for window improvements in the amount of \$16,200
- R. Consider the purchase of a Takeuchi TB240, off state bid (contract # MA230000004123) for the Water Department in the amount of \$58,668.66 and authorize Chairman to sign all related paperwork
- S. Consider the purchase of two Isuzu Tomcat 10-yard Curbtender Manual Side Loader, off Sourcewell bid (contract # 060920-NAF) for the Sanitation Department in the amount of \$339,742 and authorize Chairman to sign all related paperwork
- T. Consider Chairman Clemon's nominee, Barry Slatton, for reappointment to the E-911 Board for a four (4) year term to expire 9/1/27
- U. Consider Commissioner Marchman's nominee, Dewayne Goodwin, for reappointment to the E-911 Board for a four (4) year term to expire 9/1/27
- V. Consider Chairman Clemon's nominee, Brittney Heron, for appointment to the Cullman County Tourism Bureau
- W. Consider a request from New Ground Fellowship to hold a Prayer Event in the south parking lot on Saturday, October 21st, from 3:00 p.m.-10:00 p.m.
- X. Consider authorization for Cullman Caring for Kids to use the Board of Education parking lot to host a car show on November 11, 2023, from 7:00 am-3:00pm

- Y. Consider authorization for Premier Volleyball Travel Team to use the south parking lot at the Courthouse to host Swamp John's on November 1, 2023, from 11:00am-3:00pm and on December 1, 2023, from 3:00pm-6:30pm
- Z. Proposed plat Serenity Pointe Cabins Phase 2 / Lots 3 through 9. A major subdivision containing 7 Lots located off County Road 338
- AA. Proposed Bond release for Pointe Sixteen subdivision. All Construction has been completed and passed final inspection
- BB. Award Bid # 1439: Thermal Imaging to W.S. Darley & Co.
- CC. Award Bid # 1440: Sector Scan Sonar to CA Richards & Associates, Inc.
- DD. Award Bid # 1442: Spot repair to County Roads to Carcel & G Construction, LLC
- EE. Award Bid # 1443: for jail supplies and chemicals to North Alabama Chemical, Central Paper for the laundry and kitchen chemicals, and to Apeiro Solutions for the Fogging Machine Chemicals
- FF. Award Bid # 1444: Service of the Sheriff's Office and other various County Vehicles to Berco Inc; DBA Havoline Express Lube
- GG. Award Bid # 1445: Pest Control to Cook's Pest Control
- HH. Request from Attorney for Executive Session Under Section 7 of Act No. 2005-40

Dated this the 17th day of August 2023.

BY:/s/ Emily Johnston
Emily Johnston
Attorney for Cullman County
500 Second Avenue, S.W.
Cullman, Alabama 35055
Telephone: (256) 775-4893

CONGRATULATIONS ON YOUR RETIREMENT

Chris King

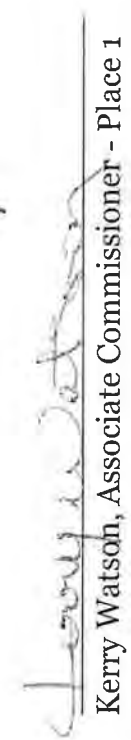
May the blessings of good health, the joy of good friends, a loving family
and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner - Place 1



Kelly Duke, Associate Commissioner - Place 3



Garry Marchman, Associate Commissioner - Place 2



Corey Freeman, Associate Commissioner - Place 4

March 1998 – August 2023

LIDIA

CONGRATULATIONS ON YOUR RETIREMENT

Sharon Townson

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


Kerry Watson, Associate Commissioner - Place 1


Kelly Duke, Associate Commissioner - Place 3


Jeff Clemons, Chairman


Garry Marchman, Associate Commissioner - Place 2


Corey Freeman, Associate Commissioner - Place 4

May 1996 – August 2023

RESOLUTION NUMBER 2023-37

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 2024.

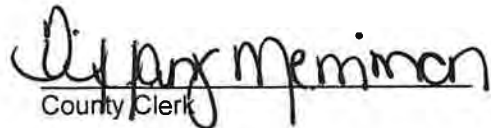
THEREFORE, BE IT RESOLVED, by the Cullman County as follows:

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 2024 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 15th day of August 2023, 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 29th day of August, 2023.


County Clerk

Resolution 2023-38

A RESOLUTION AND ORDER APPROVING A WARRANT PURCHASE AGREEMENT BY CULLMAN COUNTY, ALABAMA AND PIPER SANDLER & Co.

BE IT RESOLVED by the Cullman County Commission, as governing body of Cullman County, Alabama:

Section 1. Authorization of Warrant Purchase Agreement; Certain Definitions

The Commission authorizes the Chair of the Commission to execute and deliver, subject to the final approvals of the Commission and Bond Counsel set forth in Section 2 hereof, a Warrant Purchase Agreement by Cullman County, Alabama (the "County") and Piper Sandler & Co. with respect to the issuance by the County of General Obligation Warrants, Series 2023 (the "Warrants") for the following purposes and in accordance with the following terms (i) the net proceeds of the Warrants shall be used for the payment of the capital costs to be paid by the County with respect to the provision of solid waste disposal facilities in the County; and (ii) the aggregate principal amount of the Warrants shall not exceed \$15,500,000; and (iii) the Warrants shall be issued as "tax-exempt bonds" (within the meaning of 26 U.S.C. Section 150(a)(6); and (iv) the principal of the Warrants shall bear interest at fixed rates which will not exceed 7.500% per annum in any fiscal year; and (v) the Warrants may have serial maturities or term maturities or any combination thereof; and (vi) the principal of the Warrants shall be fully amortizable over the term thereof; and (vii) the principal of and interest on the Warrants payable in each fiscal year shall be payable in approximately equal amounts in each fiscal year and within historic or projected funds of the County lawfully available for payment thereof in each fiscal year; and (viii) the final maturity date of the Warrants shall not be later than the thirtieth anniversary of the date of issuance thereof; and (ix) the Warrants shall be subject to prior redemption in accordance with Chapter 82 of Title 11 of the Code of Alabama 1975; and (x) the Warrants may be offered at prices based upon an original issue discount or an original issue premium or any combination thereof; and (xi) the costs of issuance of the Warrants shall not exceed two percent of the proceeds of the Warrants; and (xii) the Warrants shall be general obligations of the County without the assignment or pledge of the proceeds of any tax or of any particular source of funds.

Section 2. Final Approval of Warrants by Commission and Bond Counsel

The Commission provides the Warrants shall be issued by the County, anything in this Resolution and Order to the contrary notwithstanding, only upon (i) the final approval and authorization of the terms of the Warrants by the Commission, including without limitation approval of each of the terms described in Section 1 hereof, by resolution and order duly adopted; and (ii) the approving legal opinion of Maynard Nexsen PC, as Bond Counsel to the County, with respect to the Warrants.

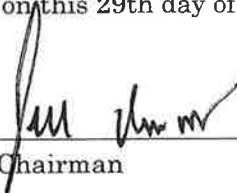
Section 3. Ratification

The Commission approves, ratifies and confirms all actions taken, and certifications, documents, instruments and notices made or delivered, to the extent that no direct or indirect pecuniary liability or obligation is incurred by the County thereby, by an officer or administrator of the County in connection with the purposes and transactions approved and authorized by this Resolution and Order.

Section 4. Effect of Resolution and Order

The Commission repeals the provisions of any resolution, order or ordinance of the County to the extent any thereof are inconsistent or in conflict with the terms and purposes of this Resolution; and (d) provides this Resolution and Order is effective immediately.

The foregoing Resolution and Order is adopted on this 29th day of August, 2023.


Chairman

SEAL

Attest: 
County Clerk

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

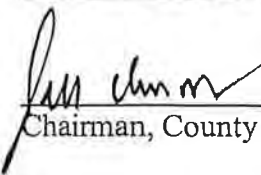
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2023 through September 30, 2024.
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:

Tn. Valley Detention


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES


Steven P. Lafreniere
Executive Director


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

State of Alabama



KAY IVEY
GOVERNOR

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

July 18, 2023

To: Juvenile Court Judge and/or
Chief Probation Officer

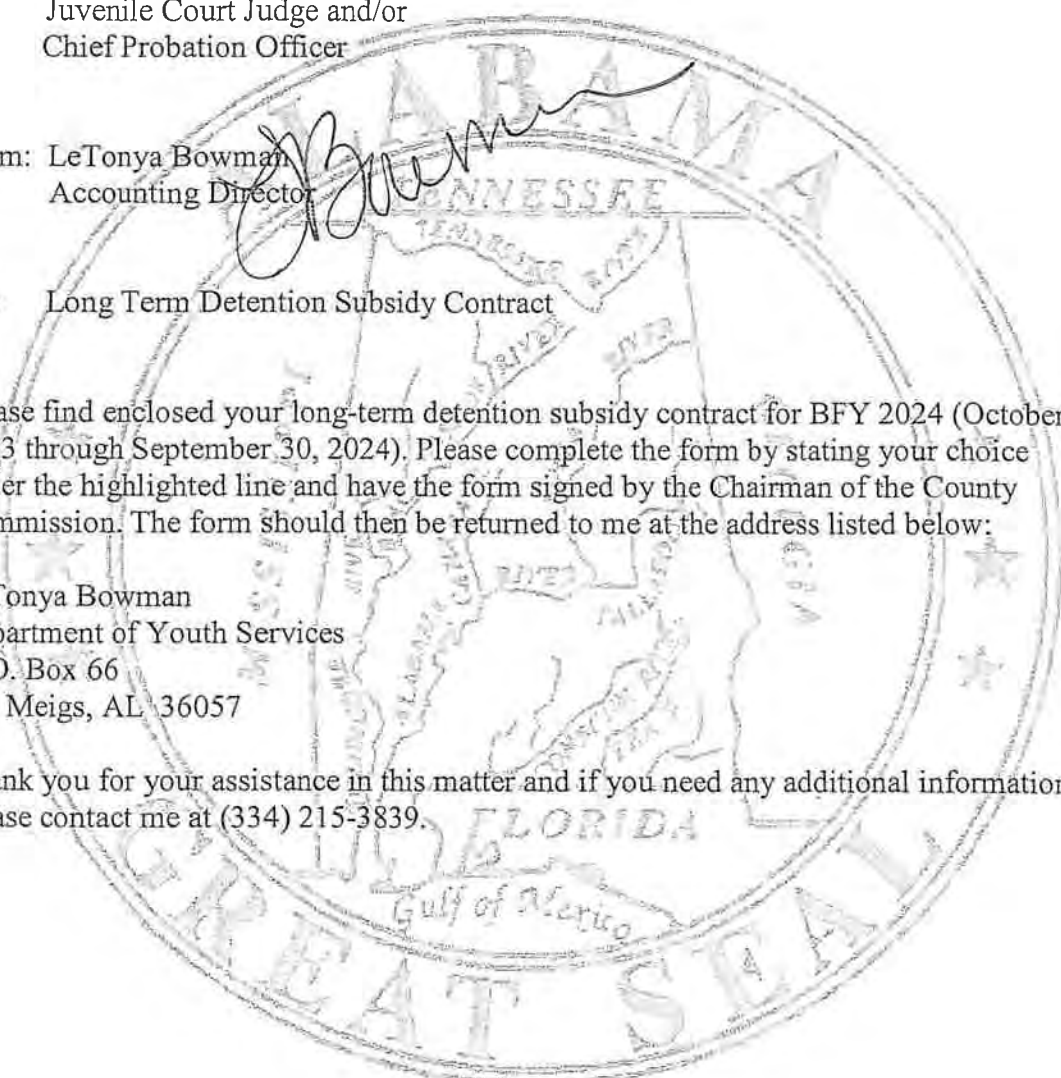
From: LeTonya Bowman
Accounting Director

Re: Long Term Detention Subsidy Contract

Please find enclosed your long-term detention subsidy contract for BFY 2024 (October 1, 2023 through September 30, 2024). Please complete the form by stating your choice under the highlighted line and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

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

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





Combined Public Communications, LLC
Inmate Communications General Service Agreement ("Agreement")

Combined Public Communications, LLC ("CPC"), with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Cullman County Sheriff's Office ("Customer") with its principal place of business at 1900 Beech Avenue SE in Cullman, AL 35055 agree as follows:

Exclusive Agreement

CPC provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit CPC to install the products and services described herein (hereinafter referred to as the "Offering"). CPC shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. CPC shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. CPC and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

Interface Requirements

CPC products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, CPC requires one of the following options:

Customer or Customer's JMS provider must complete an interface written to CPC specifications developed, tested, configured, and completely functional 7 days prior to CPC turning on any products or services requiring inmate data.

Customer must provide a direct connection to Customer's system's database to pull the required inmate data. CPC can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by CPC. The program and installation are provided free of charge to Customer for the life of the Agreement. CPC and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CPC services.

Liability:

CPC will have no liability for cosmetic damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of CPC agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CPC will have no liability for the content of recordings stored on behalf of the Customer. In no event shall CPC's aggregate liability to Customer under this Agreement exceed the amount paid to CPC under this Agreement.

Indemnification:

CPC hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their



conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless CPC from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

Fees

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Phone Products Credit Card- \$3.00 per transaction
	Video Visitation Credit Card - \$4.00 per transaction
Live Customer Service Representative	Phone Products Credit Card- \$5.95 per transaction
	Video Visitation/Email Credit Card - \$5.95 per transaction
ITS Lobby Deposit Kiosk	Phone Products Cash - \$3.00 per transaction
	Credit Card- \$3.00 per transaction
	Video Visitation/Email Cash - \$4.00 per transaction
	Credit Card - \$4.00 per transaction
Third Party Providers*	Third party financial transaction fees may be in addition to other fees as applicable to the transaction type.

*Pertaining to, but not limited to, MoneyGram, Western Union, transfers from commissary accounts, etc. Fees do not include any markup by CPC.

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer. CPC reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CPC (b) change in taxes, (c) a change in other communication rates within facility. CPC will notify Customer before any rate changes are made.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, CPC and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. CPC can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.



In the event that any of the aforementioned changes occur and renegotiation of the contract is necessary, the existing term of the contract will remain in force for the entire term of this contract.

Uncontrollable Circumstances:

CPC and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Service, Maintenance & Repair Agreement:

All service and maintenance of the Offering will be the sole responsibility of CPC. CPC may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in CPC's judgment, the revenue generated by the existing equipment warrants such adjustments.

Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

Agreement Term:

This Agreement will remain in force and effective for thirty-six (36) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for up to two (2) twelve (12) month terms upon the same terms and conditions as set forth herein.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then CPC or Customer may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to all wall mounted equipment and all associated equipment. CPC agrees to remove the equipment within thirty (30) days after termination of this Agreement upon new Vendor installation.

CPC Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor and record calls and run call detail reports, among other functionality.



Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and CPC shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Resolution of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Circuit Court of Cullman, AL or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Alabama court of competent jurisdiction, if necessary.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes, any other inmate communication services, and any other products that CPC may offer to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

Commission Overview:

The following applies to all commissioned products listed herein. If the Customer's current average daily population (ADP) count of four hundred (400) decreases by fifteen (15%) percent or more over a three (3) month period, CPC reserves the right to renegotiate this commission upon thirty (30) days advanced notice to Customer.

Commissions will be paid based on the Commencement Date of this agreement. If the Commencement Date is between the 1st and 15th of the month, commissions will be paid the first week following the first full month after commencement and every first week of the month thereafter. If the Commencement Date is between the 16th and 31st of the month, commission will be paid the third week following the first full month after commencement and every third week of the month thereafter.

ITS Rate & Commission:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the Customer.

Feature	Rate	Commission
Prepaid calling with the US	\$0.20/minute	85% all prepaid ITS talk time
Prepaid International Calling	Rates will vary by country called. A list of countries and costs will be supplied to customer	85% all prepaid ITS talk time

Customer should initial one of the following options regarding this technology:

- Option 1: Customer agrees to utilize ITS.
- Option 2: Customer is not interested in utilizing ITS



Pin Debit Transfers:

Customer may ask CPC to interface with Customer's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with CPC. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by Customer. At the time an inmate initiates a transfer to Vendor to purchase prepaid phone time, CPC's system will recognize the prepaid purchase, but Customer will continue to hold the cash deposit. At the end of each month, CPC will invoice Customer for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

Customer agrees that payment terms for this invoice will be "due upon receipt" and will be paid to CPC directly from the commissary trust fund. In the event that an invoice remains unpaid for greater than thirty (30) days, CPC, in its sole discretion, may withhold payment of any commissions or other payments due to Customer until the past due invoice has been paid. Customer explicitly agrees that the non-payment by CPC of commissions or other payments due to past due invoices does not constitute a breach by CPC of this Agreement.

CPC View Rate & Commission:

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to sixty (60) View Units, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

Video Visitation

Feature	Rate	Commission
Onsite Video Visitation	\$0.20/min*	20%
Remote Video Visitation	\$0.20/min	20%

**First two onsite visits/per week for inmates will be free and then the above rate will apply.*

Customer should initial one of the following options regarding Video Visitation:

- Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Visitation.
- Option 2: Customer is not interested in utilizing Video Visitation.

Email

Feature	Rate	Commission
Email	\$0.50/email	20%

Customer should initial one of the following options regarding this technology:

- Option 1: Customer agrees to utilize Email.
- Option 2: Customer is not interested in utilizing Email.

CPC Responsibilities

CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.



Customer Responsibilities:

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

Video Visitation Storage

CPC will store video visits for up to seven (7) years after the end of the contract.

Fast Case Law Library

CPC will provide the Customer access to Fast Case Law Library Service (Service) at no cost to the customer. Customer should initial one of the following options regarding this technology:

Option 1: Customer wishes to utilize this Fast Case on ___ CPC-View

___ Option 2: Customer is not interested in utilizing this Fast Case.

Inmate Messaging System

See Inmate Messaging Service agreement dated _____ for additional information related to the Inmate Messaging System.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

Additional Investigative Tools:

CPC will provide the Customer with additional investigative tools provided by Argus (including Echo, Aim, and Crimes) that can be added to the ITS solution.

1. Voice Print Speaker Identification Program (CPC-ITB):

Customer agrees to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events. Customer agrees to utilize the Voice Print Speaker Identification Program. This will be provided at no cost to the county.

Option 1: Customer agrees to utilize the Voice Print Speaker Identification Program (CPC-ITB).

___ Option 2: Customer is not interested in Voice Print Speaker Identification Program.

2. Transcribe ALL (TALL) Program:

In addition to utilizing the Voice Print Speaker Identification Program (CPC-ITB), Customer agrees to utilize the Transcribe all (TALL) portion of the program. The TALL program transcribes and translates into English; all calls are indexed for keyword search. This will be provided at no cost to the county.

Customer should initial one of the following options regarding the additional investigative tools:

___ Option 1: Customer agrees to utilize the Voice Print Speaker Identification Program (CPC-ITB) only.

Option 2: Customer agrees to utilize the Voice Print Speaker Identification Program (CPC-ITB) & TALL.

___ Option 3: Customer is not interested in utilizing any additional investigative tools.



TextBehind

CPC will provide the Customer with TextBehind offsite document scanning (Service) at no cost to the Customer.

Customer should initial one of the following options regarding this technology:

Option 1: Customer agrees to utilize TextBehind offsite document scanning.

Option 2: Customer is not interested in utilizing TextBehind offsite document scanning.

CPC Responsibilities:

1. All physical inmate mail will be processed by our vendor and made available for review by correctional facility staff before being accessible to inmate on CPC provided hardware solutions.
2. CPC will be responsible for installation, maintenance, support and supplies related to the scanning service
3. CPC will provide facility administrative access to the web-based mail management portal for approval, redaction or rejection of inbound physical mail scans or digitally composed mail.
4. CPC will provide initial training on the system's web-based mail management portal.
5. Investigative tools, including word and phrase search, will be provided for digitally composed mail via administrative access.
6. Digital scans of physical mail will be available via the web portal within 24 hours of receipt and will be archived for the length of the Inmate Telecommunications General Service Agreement or seven (7) years, whichever is sooner.
7. Physical mail will be retained for thirty (30) days, at which time it will be shredded and recycled in a secure manner.
8. CPC will provide document service education materials to facility for distribution to inmate, friends and family.

Customer Responsibilities:

9. Customer shall relay to public the new mail reception address (local P.O. Box) for the facility. This address will be provided to the customer by CPC.
10. It is the responsibility of the Customer to determine which facility personnel should have user access to the mail management software. In addition, Customer will dictate which access rights that should be assigned to individual users.
11. It shall be the sole responsibility of the Customer's mailroom staff to stop, block, or reprimand behavior for mail, emails, email attachments, or any other communication passed on the system that is considered to be inappropriate by the Customer. Under no circumstance will CPC be responsible for the content passed through the system.
12. Customer will continue to handle all legal mail until this upcoming technology is available via CPC's mail scanning vendor.



Grant

CPC will provide Customer one hundred fifty thousand dollars (\$150,000.00) in the form of a refundable grant to be used at Customer's discretion for the betterment of the Sheriff's Office.

The grant will be allocated over thirty-six (36) months via a check in an amount of \$4,166.67 per month beginning on the Commencement Date of this Agreement.

The amount of the grant is based on: (a) the Customer's current average daily population (ADP) count of four hundred (400); and (b) this Agreement being in effect for the full initial term, and (c) continued full implementation and utilization of the Offering as per the Agreement for the full term of the Agreement. All Grant funds must be used thirty (30) days prior to the end of the Agreement Term.

No grant funds should be used in a personal capacity, under this Agreement. The grant will vest over the initial term in an amount equal to \$4,166.67 per month, commencing on the Commencement Date. In the event this Agreement is terminated prior to the expiration of the initial term, the remaining non-vested balance of the grant will be refunded to CPC within forty-five (45) days of termination notification. Further, in the event the ADP decreases fifteen percent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate the amount of the grant upon thirty (30) days advance written notice to Customer.



Authority to Represent:

Each party to this Agreement warrants and represents that it has the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Offering. Furthermore, by signing this document Customer confirms to CPC that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider, or alternative provider of any components of the Offering contemplated herein. The person signing this Agreement on behalf of Customer has the authority and hereby directs CPC to install the Offering and all associated equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 30th day of August, 2023 (the "Commencement Date"¹).

Any and all previous contracts and agreements entered into between these parties are null and void.

Customer
Signature: [Handwritten Signature]
Print Name: Matt Gentry
Print Title: Sheriff
Date: 08-03-2023

Combined Public Communications, LLC
Signature: [Handwritten Signature]
Print Name: Chastity Bartlett
Print Title: RSM
Date: 8-29-2023

Signature: [Handwritten Signature]
Print Name: Jeff "Clem" Clemens
Print Title: Chairman
Date: 8/29/23

¹ Commencement Date will be filled in to match date of complete installation and activation of the Offering.



Inmate Communications General Service Agreement- ACH Authorization

CPC can issue commission as an ACH (Automated Clearing House) transaction or a check. Please check the appropriate box and fill out the corresponding information.

Issue ACH payments to the information below:

ACH Information:

Customer Name _____
Remittance Address _____
Remittance City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone #: _____
E-Mail Address: _____

Banking Information:

Customer's Bank Name: _____
Bank Address: _____
Bank's City: _____ State: _____ Zip Code: _____
Bank Contact Name: _____ Phone #: _____
ABA Routing #: _____ Account #: _____
Account Type (please check only one) Checking Savings

Customer's Authorization:

Please sign below to confirm that you are authorizing CPC to begin transferring payments for your commissions to the account mentioned above.

Signature Title

Phone Number Date

Issue commission payment as a check to the address listed below:

Commission check made out to:

Customer Name: Cullman County Sheriff's Office
Remittance Address: 1910 Beech Ave SE
Remittance City: Cullman State: AL Zip Code: 35055
Contact Name: Attn: Ronda Crawford Phone #: 256-735-2709
Matt Lewis Signature Sheriff Title

- contact email: rcrawford@cullmansheriff.org



CyberPath Services, LLC
Inmate Messaging Service

CyberPath Services, LLC (Vendor) with its principal place of business located at 1590 Hickory Avenue, Panama City, FL 32405 agrees to provide a messaging service¹ for inmate usage called Chirping to the Cullman County Sheriff's Office (Customer) with its principal place of business at 1900 Beech Avenue SE in Cullman, AL 35055 agree as follows:

Exclusive Agreement

Vendor provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit Vendor to install the products and services described herein (hereinafter referred to as the "Offering"). Vendor shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. Vendor shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. Vendor and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

Interface Requirements

Vendor's products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, Vendor requires one of the following options:

Customer or Customer's JMS provider must complete an interface written to Vendor's specifications developed, tested, configured, and completely functional 7 days prior to Vendor turning on any products or services requiring inmate data.

Customer must provide a direct connection to Customer's system's database to pull the required inmate data. Vendor can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by Vendor. The program and installation are provided free of charge to Customer for the life of the Agreement. Vendor and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CyberPath services.

Liability:

Vendor will have no liability for cosmetic damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of Vendor agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that Vendor will have no liability for the content of recordings stored on behalf of the Customer. In no event shall Vendor's aggregate liability to Customer under this Agreement exceed the amount paid to Vendor under this Agreement.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC *



Although the Vendor makes its best effort to secure all Chirpers by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID's as part of the Customer's owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, the Vendor advises the Customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the Customer's facility prior to installation of any Chirpers.

The Customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the Customer, on a Chirper cannot be used to claim a material breach of the entire or any part of the current Vendors services agreement(s) as it resides outside of the Vendor's direct control and the Vendor's internally maintained network infrastructure required to provide services.

Indemnification:

Vendor hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by Vendor, Vendor agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless Vendor from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

Taxes

Taxes are deducted at the point of sale; network connection costs are deducted from the total talk time usage on the Chirper if calling is implemented.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer. CPC reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CPC (b) change in taxes, (c) a change in other communication rates within facility. CPC will notify Customer before any rate changes are made.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, CPC and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. CPC can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

In the event that any of the aforementioned changes occur and renegotiation of the contract is necessary, the existing term of the contract will remain in force for the entire term of this contract.



Uncontrollable Circumstances:

Vendor and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Service, Maintenance & Repair Agreement:

All service and maintenance of the Offering will be the sole responsibility of Vendor. Vendor may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. Vendor, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in Vendor's judgment, the revenue generated by the existing equipment warrants such adjustments.

Service Level Agreement

Response time:

An individual outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual outage, repair time is 24 hours.

Agreement Term:

This Agreement will remain in force and effective for thirty-six (36) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for up to two (2) twelve (12) month terms upon the same terms and conditions as set forth herein.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents Vendor from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then Vendor or Customer may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Vendor access to the facility in order to remove all equipment, including but not limited to all wall mounted equipment and all associated equipment. Vendor agrees to remove the equipment within thirty (30) days after termination of this Agreement.

CyberPath Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CyberPath. Customer will promptly report to Vendor misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the Chirper SMS numbers of the Offering without the prior written consent of Vendor. Cyberpath agrees to provide the Chirper at a minimum of sixty (60%) percent of the current average daily population of four hundred (400).

Customer Access to Equipment and Reports:

Vendor will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor Chirp messages, record Chirp calls and run Chirp message and call detail reports, among other functionality. Customer agrees to limit access to the Offering to only those staff



members and employees of Customer having a legitimate need for access, and Vendor shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Chirp messages, calls will be stored off site at a secure Vendor location for the life of the contract plus seven (7) years. Vendor technicians will train Customer's authorized staff on the usage of the system.

Resolution of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Circuit Court in Cullman, AL or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Alabama court of competent jurisdiction, if necessary.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Labor Reimbursement:

Chirping rates include - one dollar (\$1.00) per month per chirping device and assigned chirping phone number.

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.02*/completed chirp

** To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.*

The following applies to all products listed herein receiving a Labor Reimbursement. If the Customer's current average daily population (ADP) count of four hundred (400) decreases by fifteen (15%) percent or more over a three (3) month period, CPC reserves the right to renegotiate this commission upon thirty (30) days advanced notice to Customer.

Labor Reimbursement will be paid based on the Commencement Date of this agreement. If the Commencement Date is between the 1st and 15th of the month, Labor Reimbursement will be paid the first week following the first full month after commencement and every first week of the month thereafter. If the Commencement Date is between the 16th and 31st of the month, Labor Reimbursement will be paid the third week following the first full month after commencement and every third week of the month thereafter.



CYBERPATH
services

Chirping Premium Features Rates & Commission

Feature	Rate	Commission
Chirping Premium	\$1.40/week for inmates	N/A
ITS Rates	Call rate as ITS contract indicates and has installed at your facility	As per ITS agreement

Funding for the actual phone call is based on the ITS call rate as it is installed at your facility and comes from the prepaid calling balances held by the inmate or customer.

A non-refundable \$1.40 per week (7 days from beginning of service) will be funded from the inmate's Chirping account for the availability of this premium service on the device. This feature will auto-renew at the end of the 7-day period, unless inmate actively chooses to discontinue the service. Inmate can choose to discontinue this service at any time. The Chirp Premium Feature will automatically discontinue after cancellation at the end of the previously paid 7-day period.

Option 1: Customer agrees to utilize the Chirping Premium Feature.

Option 2: Customer is not interested in utilizing the Chirping Premium Feature.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Fees

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Credit Card- \$4.00 per transaction
Live Customer Service Representative	Credit Card- \$5.95 per transaction
Lobby Deposit Kiosk	Cash – \$3.00 per transaction Credit Card- \$3.00 per transaction
Third Party Providers*	Third party financial transaction fees may be in addition to other fees as applicable to the transaction type.

*Pertaining to, but not limited to, MoneyGram, Western Union, transfers from commissary accounts, etc. Fees do not include any markup by CPC.



Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account and/or the inmate's pin debit account until paid in full before another device is assigned to the inmate.

Authority to Represent:

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 29th day of August, 2023 (the Commencement date).

Customer

Matt Gentry, Sheriff
Print Name, Title

Matt Gentry
Signature

08.03.2023
Date

Cyberpath Services, LLC

Chastity Bartlett
Print Name, Title

Chastity Bartlett
Signature

8.29.2023
Date

Customer

Jeff "Clem" Clemons, Chairman
Print Name, Title

Jeff Clemons
Signature

8/29/23
Date



CYBERPATH
services

Inmate Messaging Service – ACH Authorization

Vendor can issue labor reimbursement as an ACH (Automated Clearing House) transaction. Please check the appropriate box and fill out the corresponding information.

Issue ACH payments to the information below:

ACH Information:

Customer Name _____
Remittance Address _____
Remittance City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone #: _____
E-Mail Address: _____

Banking Information:

Customer's Bank Name: _____
Bank Address: _____
Bank's City: _____ State: _____ Zip Code: _____
Bank Contact Name: _____ Phone #: _____
ABA Routing #: _____ Account #: _____

Account Type (please check only one) Checking Savings

Customer's Authorization:

Please sign below to confirm that you are authorizing Vendor to begin transferring payments for your commissions to the account mentioned above.

Signature Title

Phone Number Date

Issue Labor Reimbursement as a check to the address listed below:

Labor Reimbursement check made out to:

Customer Name: Cullman County Sheriff's Office
Remittance Address: 1910 Beech Ave SE
Remittance City: Cullman State: AL Zip Code: 35055
Contact Name: Attn: Ronda Crawford Phone #: 256-735-2709
Matt Stewart Signature Sheriff Title

- Contact email: rcrawford@cullmansheriff.org

Commissary Services Agreement

This Agreement, made this 29th day of August 2023, by the Cullman County Sheriff's Office, 1900 Beech Avenue SE, Cullman, AL. 35055 (hereinafter referred to as "Client"), and Legacy Commissary Services, with its office at 464 Westridge Parkway Building 200, McDonough, GA. 30253.

WITNESSETH:

WHEREAS, Client desires to avail itself of Legacy Commissary Services: NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. CLIENT'S GRANT TO LEGACY COMMISSARY SERVICES

(A) Client grants to Legacy Commissary Services the exclusive right to provide the inmate commissary services and to provide the inmate trust fund accounting system at the following premises: Cullman County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to sell the inmates at such Premises, food products, non-alcoholic beverages, sundry items, other such articles ("Products") as shall be approved by the Client (such commissary service hereinafter referred to as "Services").

2. LEGACY COMMISSARY SERVICES RESPONSIBILITIES

(A) Pursuant to the provisions of this Agreement, Legacy Commissary Services will operate and manage its Services hereunder at such locations as shall be agreed upon, keep its services adequately serviced and supplied with twice weekly commissary ordering and delivery.

(B) Legacy Commissary Services shall pay all Federal, state and local taxes in connection with the operation of its Services.

(C) All records shall be kept on file by Legacy Commissary Services for the life of the Agreement plus 10 years from the date the record is made. Legacy Commissary Services shall give the Client or its authorized representative access for the purpose of inspecting examining and auditing, during normal business hours, such of Legacy Commissary Services business records which are directly relevant to the financial arrangements set forth in Exhibit A.

(D) Legacy Commissary Services agrees that all Legacy Commissary Services employees shall comply with and observe all applicable rules and regulations which Client imposes upon Client's employees and agents.

3. CLIENT'S RESPONSIBILITIES

(A) Client shall provide adequate security and officer escort to all Legacy Commissary Services personnel during the order delivery process and at any time there is contact between Legacy Commissary Services personnel and inmates.

4. INSURANCE AND INDEMNIFICATION

(A) Mutual Indemnification: Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages or expenses arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party. Notwithstanding the foregoing, Legacy Commissary Services shall not be required to indemnify Client for any claim, or action brought by an employee of Legacy Commissary Services against Client. Notification of an event giving rise to an indemnification claim must be received by the indemnifying party within thirty (30) days subsequent to the date which such event was or should have been discovered.

(B) Legacy Commissary Services Insurance: Legacy Commissary Services shall obtain and maintain insurance for the following risks in amounts under such policies as appropriate: commercial general liability and worker's compensation.

5. FINANCIAL ARRANGEMENTS

This agreement shall encompass financial arrangements as outlined in Exhibit A.

6. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of the 29th day of August, 2023 and shall remain in effect for a period of three (3) years; after such date, Agreement will be on a month-to-month basis. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement immediately after the end of said thirty (30) day period. In the event this Agreement is terminated due to Legacy's breach by default or non-performance, or pursuant to a change in Legacy's status as defined below in Paragraph 7, CCSO may purchase substitute items and/or services elsewhere.

7. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of commissary services by Legacy Commissary Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Legacy Commissary Services and Client.

8. NOTICES

All notices to be given under this Agreement shall be in writing and shall be delivered via US Mail, first class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party.

9. CHANGE IN OWNERSHIP / FINANCIAL VIABILITY STATUS

Legacy shall notify CCSO immediately if: (a) a controlling interest in Legacy is acquired by a non-affiliated party; (b) Legacy becomes insolvent; (c) Legacy, voluntarily or by operation of law, becomes subject to the provisions of any chapter of bankruptcy Act; or (d) Legacy ceases to conduct its operation in normal course of business. CCSO will have the option to terminate this agreement with Legacy immediately on written notice based on any such change in status. For the purposes of this agreement, a non-affiliated party means any corporation, Limited Liability Company or any other person that is not controlling, controlled by or under control with Legacy.

To Client: Sheriff Matt Gentry
Cullman County Sheriff's Office
1900 Beech Ave SE
Cullman, AL 35055
(256) 734-0342

To Legacy: Derek Strickland
Legacy Commissary Services
464 Westridge Pkwy, Building 200
McDonough, GA 30253
(770) 957-0803

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

Cullman County Commission
By: [Signature]
Name: Jeff "Clem" Clemons
Title: Chairman
Date: 8/29/23

Legacy Commissary Services
By: [Signature]
Name: PAUL DEREK STRICKLAND
Title: PRESIDENT
Date: 9/18/23

Cullman County Sheriff's Office/
Detention Center
Sheriff Matt Gentry
By: [Signature]
Name: Matt Gentry
Title: Sheriff
Date: 8/29/23

EXHIBIT A

FINANCIAL ARRANGEMENTS – COMMISSARY SERVICES

1. COMMISSARY SERVICES

Legacy Commissary Services will operate its Commissary Services at the Premises for its own account on a profit or loss basis.

Commissary prices shall be determined by mutual consent between Legacy Commissary Services and Client. However, in the event of material cost changes, whether taxes, labor, merchandise, equipment or otherwise, or in the event of an increase in the Consumer Price Index (CPI), it is agreed that Legacy Commissary Services shall have the right to adjust said prices to a mutually agreed upon level to reflect said increase during the term of this Agreement. If an agreement cannot be made between both parties, Legacy Commissary Services reserves the right to remove the item in question from the menu. All products shall remain the property of Legacy Commissary Services until sold.

2. COMMISSION RETURNS TO CLIENT

Legacy Commissary Services shall pay a 38% commission rate on all commissary sales based on the current menu pricing. The 38% commission rate would be paid for each one-year period.

Legacy Commissary Services shall pay \$3.00 for each nicotine pouch container based on the current menu pricing. The \$3.00 commission rate would be paid for each one-year period.

Legacy Commissary Services shall pay a 38% commission on all online sales based on the current menu pricing. The 38% commission rate would be paid for each one-year period.

Commissions will be paid to the Client for all Gross Sales made by Legacy Commissary Services. Gross sales are defined as total gross sales receipts less all applicable taxes, postage sales, and credits. Commission statements and checks shall be distributed to Client monthly as noted below.

3. INVESTMENT

Legacy Commissary Services will invest in the computer equipment, commissary ordering kiosks, lobby kiosk, booking kiosks, software and related materials as necessary to operate the commissary program for the Cullman County Jail. Title to the equipment, software, and related materials shall be and remain in Legacy Commissary Services name during the term of this Agreement, and such equipment, software and related materials shall be removed from the Premises by Legacy Commissary Services upon termination of this Agreement. Legacy Commissary Services shall be responsible for the upgrade and repair of its equipment.

5. LEGACY COMMISSARY SERVICES ACCOUNTING TO CLIENT FOR COMMISSARY SERVICES

Legacy Commissary Services will bill Client weekly for the commissary sales, payment to be received by Legacy Commissary Services within fourteen (14) business days from invoice. Commissions paid to Client shall be paid monthly and accompanied by a detailed sales statement for the Client's review.

END EXHIBIT A



Renewal Information and Exhibits

Prepared For:

Cullman County Commission, Alabama

Group ID: G000AMG8

Renewal Effective Date: January 1, 2024



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as Cullman County Commission, Alabama's benefits provider. It has been our pleasure to provide Cullman County Commission, Alabama with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for Cullman County Commission, Alabama's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

Renewal Contact Information

Rebecca Clark
Sr Renewal Executive
Atlanta Group Office
678/405-8612
Rebecca.Clark@mutualofomaha.com



CULLMAN COUNTY COMMISSION, ALABAMA

LIFE AND AD&D

Rate Guarantee Period - January 1, 2024 to January 1, 2026

Additional Value Added Services Included - Employee Assistance Program (EAP), Travel Assistance/Identity Theft Assistance

Life

Class Description

All Eligible Elected Officials

All Other Eligible Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
447	\$10,732,500	\$0.23	\$0.23

Spouse & Child(ren) Rate Basis - per unit

Lives	Volume	Current Rate	Renewal Rate
236	N/A	\$2.60	\$2.60

AD&D

Class Description

All Eligible Elected Officials

All Other Eligible Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
447	\$10,732,500	\$0.02	\$0.02



CULLMAN COUNTY COMMISSION, ALABAMA

VOLUNTARY LIFE

Rate Guarantee Period - January 1, 2024 to January 1, 2026

Voluntary Life

Class Description

All Eligible Elected Officials

All Other Eligible Employees

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Current Rate	Renewal Rate
Less than 24	\$0.06	\$0.06
25-29	\$0.06	\$0.06
30-34	\$0.10	\$0.10
35-39	\$0.12	\$0.12
40-44	\$0.19	\$0.19
45-49	\$0.32	\$0.32
50-54	\$0.53	\$0.53
55-59	\$0.83	\$0.83
60-64	\$1.30	\$1.30
65-69	\$2.33	\$2.33
70-74	\$4.16	\$4.16
75-79	\$6.87	\$6.87
80-84	\$13.91	\$13.91
85-89	\$13.91	\$13.91
90-100	\$13.91	\$13.91

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.15	\$0.15



CULLMAN COUNTY COMMISSION, ALABAMA

SHORT-TERM DISABILITY

Rate Guarantee Period - January 1, 2024 to January 1, 2026

STD

Class Description

All Eligible Elected Officials

All Other Eligible Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
445	\$197,214	\$0.38	\$0.38



CULLMAN COUNTY COMMISSION, ALABAMA

LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2024 to January 1, 2026

LTD

Class Description

All Eligible Elected Officials

All Other Eligible Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
446	\$1,429,468	\$0.47	\$0.47



CULLMAN COUNTY COMMISSION, ALABAMA

CRITICAL ILLNESS

Rate Guarantee Period - January 1, 2024 to January 1, 2026

Critical Illness

Class Description

All Eligible Elected Officials

All Other Eligible Employees

Employee & Child(ren) Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
447	\$2,185,000	\$1.50	\$1.50

Spouse Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
112	\$552,500	\$1.50	\$1.50



Plan Code: 17564

**AirMedCare Network Group Full Census Membership
For Cullman County Commission**

Organization: Cullman County Commission
Physical Address: 500 2nd Ave SW Room 105
 Cullman, AL 35055
Contact: Judy Bradford
Phone: 256-775-4925
Email: jbradford@co.cullman.al.us
County: Cullman

Membership Sales Manager/Base: Richard Peek AE15

Participants:

1. The Organization is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with an updated census list.

Fees and Payment:

No. of Participants in Initial Group	<u>Annual Rate</u>	<u>Total</u>
<u>500</u>	Census Slots \$ 55.00	\$ <u>27,500</u>
	Total	<u>\$ 27,500</u>

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network' receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) monthly employee census list completed by the Participants/Company. Memberships will automatically expire for an employee at the time they are no longer employed with the company. No refunds.
2. AirMedCare Network agrees that Participant Lists (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This membership plan will be effective for 12 months, effective as of 10/1/2023, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.
5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.



Initial JL



Agreed to by:

Jeff Clemons
Signature

Jeff Clemons

Printed Name

Commission Chairman

Title

Cullman County Commission

Organization Name

8/15/2023

Date

Matt Muse

Signature

Matt Muse

Printed Name

Executive Director of Membership

Title

Membership

Division

9/26/2023

Date



Initial JC



Exhibit A
Terms and Conditions

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.
3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "Insurance" or "benefits" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.
4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach





of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT. Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL**



Initial JS



PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC – These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.



Initial JL

HALEY

Haley Company, LLC

P.O. Box 550243 | Birmingham, Alabama | 1.866.424.2539 | info@haleycompanyllc.com

July 15, 2023

Shane T. Bailey
Asset/Facilities Manager
Cullman County Commission
500 2nd Avenue SW
Cullman, Alabama 35055

RE: Victim Services Flooring Installation

Dear Mr. Bailey:

We are pleased to submit this quote for the installation of interior flooring in the Victim Services building located at 310 3rd Avenue NE, Cullman Alabama 35055.

Scope of Work

We hereby submit our estimate and terms for:

- Installation of LVT (Luxury Vinyl Tile) flooring – 9896 sf
- Installation of Hard Tile flooring – 250 sf
- Install Rubber Base – 2760 lf
- Install stair treads – 20 ea
- All flooring materials provided by the owner

Notes and Exclusions:

- Only work described above is included in pricing.
- Flooring to be installed on top of existing flooring except as noted below.
- Carpet will be removed in 3 offices prior to installation of new flooring.
- Tile in front lobby area to be removed (if applicable) before installing new flooring.
- County to provide dumpster for disposal of existing flooring and project debris.
- Pricing includes moving furniture in offices and rooms to allow for installation of new flooring.
- All materials for the project to be provided by the owner.
- All work to be completed in a workman-like manner according to standard practices.
- Quote assumes labor only.
- If any additional work is required or changes requested by the client, additional costs will apply. This will require an approved change order or amendment prior to additional or changed scope of work being done.
- Cullman County will provide, or caused to be provided, Contractor's access to the Property where the work is to be performed.

The quote for this scope of work is \$ 46,819.00. We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact us at (205) 229-4375. Thank you for the opportunity to provide pricing on this project.

Bryant Enterprises

881 County Road 622, Hanceville, AL. 35077

Phone: 256-347-9992

Customer Name BOHEO OF FD.

Address: CHICKMAW.

Phone _____

Job Description:

WATER PROOF ALL EXT WINDOWS, DOORS AND
BOTTOM OF FOUNDATION WALL. ALL MATERIAL
AND LABOR INCLUDED IN PRICE.

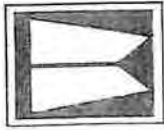
Amount: 16,200.⁰⁰

Down Payment: 3200.⁰⁰

Balance Due: 13000.⁰⁰

Paul Bryant

Customer



Cowin Equipment Company, Inc.
 2238 Pinson Valley Parkway
 Birmingham AL 35209
 205-841-6666 (P)
 205-849-0853 (F)

Quotation

Date: 7/24/2023
 Customer #:
 Ref #:

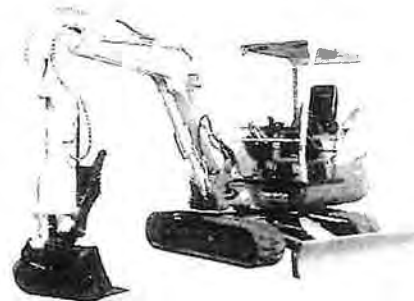
To: **Cullman County**
500 2nd Ave SW, Rm 110
Cullman AL 35055

Attention: Shane Bailey
 Salesman: Edwards/Cox

Make	Model	Line #	Quantity	Each	Price
Takeuchi	TB240CR	11	1	\$69,060.00	\$69,060.00
Quoted using Master Contract MA230000004123 Takeuchi			Contract Discount 19%		\$55,938.60
Attachments					
	24" Bucket	Line 12	1	\$920.00	\$920.00
			Contract Discount 12%		\$800.40
	Hydraulic Thumb	Line 12	1	\$2,218.00	\$2,218.00
			Contract Discount 12%		\$1,929.66

Equipment Specs	Trade - In				Trade Value
	Make	Model	Hours	Serial Number	
Takeuchi TB240					\$0.00
Equipped with:					
Cab with Air Conditioner and heater					
Rubber Tracks					
Auxiliary Hyd Circuit					
Straight Dozer Blade					
Work Lights					
Travel Alarm					
Pilot Operated Joysticks					
High Back Suspension Seat					
18" Digging Bucket					
Hydraulic Thumb					
Pricing Summary					
Equipment Purchase Price					\$58,668.66
Less Trade-In Allowance					\$0.00
Local Delivery					\$0.00
Total Price (before sales tax)					\$58,668.66
Notes / Warranty / CSA Information					
Machine will have the std 24 month or 2000 Hour Machine Warranty					
All standard warranty, extended warranty and CSA pricing (if applicable) are included in the above machine sales total price					

*Thank you for the opportunity to
 serve your needs.*
 John Edwards
 850-685-7055
edwards@cowin.com



This quote will remain valid for 30 days

ACKNOWLEDGEMENTS: We promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), on or before delivery of the equipment ordered herein. Despite physical delivery of the equipment, title shall remain with the seller until the equipment balance shown above is fully paid.

Proposed: John Edwards
 John Edwards, Governmental Sales Manager
 ASM

Accepted: [Signature]
 Chairman
 8/29/23
 Title Date



Ingram Equipment Company

11 Monroe Drive Pelham, AL 35124
 400 Dupree Street Tallahassee, FL 32304
 1596 S. Bethel Road Unit A Priceville, AL 35603
 8559 Bellingrath Road Theodore, AL 36582
 1311 Industrial Park Road Columbus, MS 39701
 Phone: (205) 663-3946
 www.ingramequipment.net

Ship To: CULLMAN COUNTY COMMISSION SANITATION
 2810 Hwy 69 S
 CULLMAN, AL 35056

+34.0283817, -86.9029637

Invoice To: CULLMAN CO. COMM SANITATION
 2810 HIGHWAY 69 SOUTH
 2810 HWY 69 S
 CULLMAN AL 35056

Branch 01 - PELHAM		
Date 07/12/2023	Time 12:53:35 (O)	Page 1
Account No CULLM002	Phone No	Est No 02 Q00410
Ship Via	Purchase Order	
Tax ID No		
JAMES HOVATER		Salesperson WH

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/27/2023 Amount

Stock #: U000533 Serial #:
 New CW TOMCAT 10YD
 New CURBTENDER TOMCAT 10YD CURBTENDER MANUAL SIDE LOADER
 FULL EJECT
 HOT SHIFT PTO/PUMP
 DUAL PERKINS ROTARY TIPPERS
 HYDRAULIC TANK CLEAN OUT & INSPECTION PORT
 MANUAL HOPER COVER (EXPANDED METAL)
 DUAL LED HOPPER WORK LIGHTS
 DUAL LED REAR STROBES
 DUAL PTO SHUT OFF
 REAR VISION CAMERA
 PAINT: WHITE CAB & BODY

****INCLUDING THE FOLLOWING ATTACHMENTS****

New ISUZU NRR ISUZU (TOMCAT 10YD) U000530

Sale Total: 167221.00

Miscellaneous Charges/Credits

FREIGHT CHARGE Qty: 1 Price: 2650.00 2650.00

Subtotal: 169871.00

Authorization: _____

Quote Total: 169871.00

Quantity (2) - Total - \$339,742.00

SOURCEWELL CONTRACT 060920-NAF

**This Unit May Be Subject to Manufacturer Surcharges
 After Issuance of Purchase Order.**

Thank You For Your Business!



Ingram Equipment Company

11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
 Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
 8559 Bellingrath Road 1311 Industrial Park Road
 Theodore, AL 36582 Columbus, MS 39701
 Phone: (205) 663-3946
 www.ingramequipment.net

Ship To: CULLMAN COUNTY COMMISSION SANITATION
 2810 Hwy 69 S
 CULLMAN, AL 35056

+34.0283817, -86.9029637

Invoice To: CULLMAN CO. COMM SANITATION
 2810 HIGHWAY 69 SOUTH
 2810 HWY 69 S
 CULLMAN AL 35056

Branch 01 - PELHAM		
Date 07/12/2023	Time 12:53:35 (O)	Page 2
Account No CULLM002	Phone No	Est No 02 Q00410
Ship Via	Purchase Order	
Tax ID No		
JAMES HOVATER		Salesperson WH

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/27/2023 Amount

THANK YOU FOR YOUR BUSINESS, IT IS GREATLY APPRECIATED.

Thank You For Your Business!

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



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

Cullman County Engineering Department

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

August 2, 2023

Proposed considerations for upcoming Commission meeting on August 15th, 2023.

- Proposed plat Serenity Pointe Cabins Phase 2 / Lots 3 through 9. A major subdivision containing 7 Lots located off County Road 338.

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



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

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

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

August 2, 2023

Proposed considerations for upcoming Commission meeting on August 15th, 2022.

- Proposed Bond release for Pointe Sixteen subdivision. All Construction has been completed and passed final inspection.

Attachment 2

BID FORM

Bidder Name: W.S. DARLEY & Co.

Bidder must quote firm, fixed costs for all goods outlined in the Bid Specifications. No other costs will be accepted, including costs for freight, shipping, or installation.

Total Cost Per THERMAL CAMERA	#52000
-------------------------------	--------

By signing below, bidder agrees to supply the goods at the price bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

THOMAS DARLEY
Name (printed)

[Signature]
Signature

7-18-23
Date

VP. EQUIPMENT SALES
Title

Attachment 2

BID FORM

Bidder Name: American Emergency Products, LLC

Bidder must quote firm, fixed costs for all goods outlined in the Bid Specifications. No other costs will be accepted, including costs for freight, shipping, or installation.

Total Cost Per THERMAL CAMERA	\$553.00
-------------------------------	----------

By signing below, bidder agrees to supply the goods at the price bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

Wesley Sweatmon
Name (printed)

Wesley Sweatmon
Signature

8-1-2023
Date

LLC Member/Owner
Title

Attachment 2

BID FORM

Bidder Name: CA Richards & Assoc., Inc.

Bidder must quote firm, fixed costs for all goods outlined in the Bid Specifications. No other costs will be accepted, including costs for freight, shipping, or installation.

Total Cost Per Sonar Scanner	\$73,575.00
-------------------------------------	-------------

By signing below, bidder agrees to supply the goods at the price bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

Charles Richards

Name (printed)

07/25/2023

Date



Signature

President

Title

INVITATION TO BIDDER

The Cullman County Commission will be receiving bids until, 2:00 p.m., Thursday, August 3, 2023 in Room 105 of the Cullman County Courthouse. Cullman, Alabama, for base repair of county roads with Bituminous Plant Mix and /or crushed aggregate for the Cullman County Road Department. Work may include projects funded by **Rebuild Alabama and Federal Aid Exchange Funds**. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements, including a bid guaranty of not less than 5% of the estimated cost, not to exceed \$10,000.

Any questions regarding these specifications should be directed to Cullman County Engineering at (256) 796-1336.

This bid is to cover the spot repair of county roads, including excavation and removal of existing material and replacement with Bituminous Plant Mix and/or crushed limestone in the ENTIRE COUNTY. Materials and mixes shall comply with the Current State of Alabama Department of Transportation specifications. Bids will be accepted based on the price per ton for necessary material to properly repair base failures as directed by the Cullman County Engineer or his designee.

This project is projected to cost approximately \$500,000. This projection is not a guarantee. This projection is not meant to be relied upon. External factors may increase or decrease the actual amount of the work performed. Individual items in this bid may be excluded.

A Performance Bond Shall be furnished for the total projected contract price. Additional performance bonds may be required for the large individual projects exceeding the projected amount that may arise or as required by grant administrators.

Bidders shall be responsible for complying with all Federal, State and local laws, ordinances and regulations, and shall possess all proper licenses.

Awarded Bidder must give notice of completion of a project by advertising in a newspaper of general circulation published within the county where the work has been done for four consecutive weeks.

Cullman County Commission reserves the right to reject any materials supplied by the successful bidder which do not meet quality standards specified.

Bidder does hereby agree to furnish the items specified at the bid price listed for a period of one (1) year, beginning with the date of award, and certify that all specifications set out will be met.

All bidders must be licensed in accordance with all acts and codes relating to the licensing of contractors by the State of Alabama and must show evidence of such license.

The owner reserves the right to reject any and all bids and to waive all informalities without cause. The owner reserves the right to add or delete from the proposed work or delete part or all of any item of work required to adjust the cost to the funds available.

All traffic controls, signs, labor and other related materials are subsidiary obligation of the price bid
Per ton for required fill materials.

301E Aggregate Base: Price to include the unclassified excavation of an area with base failure and the backfill and compaction of suitable crushed limestone material as directed by County Engineer or his designee. It is contractor responsible to ensure all necessary steps are taken to improve the roadbed to eliminate rutting and shoving from the repaired area. The area must be proof rolled following completion.

\$ 95.38 per ton

327A Plant Mix Bituminous Base: Price to include the unclassified excavation of an area with base failure and the backfill and compaction of suitable Plant Mix Bituminous Base material as directed by County Engineer or his designee. It is contractor responsible to ensure all necessary steps are taken to improve the roadbed to eliminate rutting and shoving from the repaired area. The area must be proof rolled following completion.

\$ 248.22 per ton

Carcel & G Construction, LLC

Company

31 County Road 240

Mailing Address

Hanceville, AL 35077

256-736-5556

Phone/Fax

Carcel S. Hastings
Authorized Representative Name (Print)

[Signature]
Authorized Representative Signature

- All traffic controls, signs, labor and other related materials are subsidiary obligation of the price bid Per ton for required fill materials.

301E Aggregate Base: Price to include the unclassified excavation of an area with base failure and the backfill and compaction of suitable crushed limestone material as directed by County Engineer or his designee. It is contractor responsible to ensure all necessary steps are taken to improve the roadbed to eliminate rutting and shoving from the repaired area. The area must be proof rolled following completion.

\$ 185⁰⁰ per ton

327A Plant Mix Bituminous Base: Price to include the unclassified excavation of an area with base failure and the backfill and compaction of suitable Plant Mix Bituminous Base material as directed by County Engineer or his designee. It is contractor responsible to ensure all necessary steps are taken to improve the roadbed to eliminate rutting and shoving from the repaired area. The area must be proof rolled following completion.

\$ 225⁰⁰ per ton

Wheeler Contracting LLC
Company

4561 COUNTY Rd 41
Mailing Address

ARLEY AL 35541

205 -282- 1077
Phone/Fax

Barry Wheeler
Authorized Representative Name (Print)

[Signature]
Authorized Representative Signature

All traffic controls, signs, labor and other related materials are subsidiary obligation of the price bid
Per ton for required fill materials.

301E Aggregate Base: Price to include the unclassified excavation of an area with base failure and the backfill and compaction of suitable crushed limestone material as directed by County Engineer or his designee. It is contractor responsible to ensure all necessary steps are taken to improve the roadbed to eliminate rutting and shoving from the repaired area. The area must be proof rolled following completion.

\$ 380.00 per ton

327A Plant Mix Bituminous Base: Price to include the unclassified excavation of an area with base failure and the backfill and compaction of suitable Plant Mix Bituminous Base material as directed by County Engineer or his designee. It is contractor responsible to ensure all necessary steps are taken to improve the roadbed to eliminate rutting and shoving from the repaired area. The area must be proof rolled following completion.

\$ 650.00 per ton


Wiregrass Construction Company, INC.
Company

110 Office Park dr, suite 300
Mailing Address

Birmingham, AL 35223

(205) 620 4132
Phone/Fax

C. David Sullivan
Authorized Representative Name (Print)


Authorized Representative Signature

OFFICE OF THE SHERIFF

1910 Beech Avenue, S.E.
Cullman, Alabama 35055



MATT GENTRY
SHERIFF

Telephone (256) 734-0342
Jail Division (256) 735-2400
FAX (256) 737-9868

August 11, 2023

Cullman County Commission
Jeff Clemons, Chairman
500 2nd Ave SW
Cullman, AL 35055

Dear Chairman Clemons,

The Cullman County Detention Center would like to thank the commission for accepting bids for the Jail Supplies and Chemicals (Bid No. 1443) for the 2023/2024 fiscal year. All bids received were opened on August 8, 2023. We would like to express our gratitude and appreciation for all bids received.

For the 2023/2024 fiscal year, the Cullman County Detention Center awards the Jail Supplies and Chemicals bid to North Alabama Chemical for the Supplies, to Central Paper for the Laundry and Kitchen Chemicals, and to Apeiro Solutions for the Fogging Machine Chemicals.

North Alabama Chemical's bid for the jail supply items is the amount of \$103,186.10.
Central Paper's bid for the jail laundry and kitchen chemical items is the amount of \$35,557.00.
Apeiro Solutions' bid for the jail fogger chemical items is the amount of \$1,800.00.
This makes the total annual bid for jail supplies and chemicals the amount of \$140,543.10.

Sincerely,

Sheriff Matt Gentry

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 8, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for supplies for the jail. At this time sealed bids will be publicly opened and read aloud.

Deliveries will be accepted Monday through Friday between 8:00 a.m. and 4:00 p.m. Bidder must be able to deliver products within fourteen (14) days of order date.

Bid may be awarded whole or in part.

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

If you have any questions regarding this bid, please contact Susan Black, Cullman County Sheriff's Office, directly at 256-775-4714, or email sblack@cullmansheriff.org.

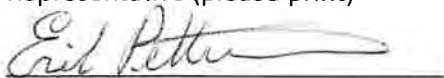
CENTRAL PAPER COMPANY
Company

140 WEST OXMOOR RD
Mailing Address

BIRMINGHAM, AL 35209

(205)942-6333/(205)941-2070
Phone/Fax

ERIC PETERSON
Representative (please print)


Representative (signature)

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
75 Cases	Chlorine Bleach: Clorox, or equivalent, 6/ 1 gallon containers per case	\$18.60/cs	\$1,395.00
50 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case	\$41.40/cs	\$2,070.00
30 Cases	Fogger Disinfectant for Clorox 360 machine	\$98.00/cs	\$2,940.00
12 containers	5gal Zguard Professional Antimicrobial Multi-Surface Cleaner OR x60 - 1gal (handheld foggers)	—	No Bid
5 Containers	Spartan floor wax or equivalent, 5-gal containers	\$78.95/pl	\$394.75
5 Containers	Spartan wax stripper or equivalent, 5-gal containers	\$67.60/pl	\$338.00
5 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads	\$16.50/cs	\$82.50
5 Boxes	White POLISH Pad, 20", box of 5 pads	\$16.50/cs	\$82.50
5 boxes	Red BUFFING Pad, 20", box of 5 pads	\$16.50/cs	\$82.50
5 Boxes	Black STRIPPING Pad, 20", box of 5 pads	\$16.50/cs	\$82.50
15 ea.	Auto/Car Wash Bucket, 5 gal.	\$56.60/pl	\$849.00
5 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal	\$48.40/cs	\$242.00
5 Cases	Hand sanitizer, 4-2L bottles/case	\$80.20/cs	\$401.00
75 Cases	Anti-bacterial hand soap, 4-one gal. container/per case	\$48.00/cs	\$3,600.00
5 Cases	Dawn dish soap, case of 4-one gal. bottles	\$82.60/cs	\$413.00
100 Cases	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case	—	No Bid
100 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case	—	No Bid
50 Cases	Green Wave Organic Acid Cleaner, or equivalent soap scum/hard water / rust cleaner, case of 12-1 qt bottles	—	No Bid
2 Cases	Freezer Cleaner (FP), 4/1 gal	\$76.50/cs	\$153.00
20 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity)	—	No Bid

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
50 Cases	Urine Screen, case of 6-10 screens 10/CASE	#17.50	#875.00
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12-19 oz. cans	-	No Bid
20 Cases	Diversey Glass Non-Ammoniated Glass Clean J-Fill, 2-2.5 L bottles	-	No Bid
20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles	-	No Bid
20 Cases	Diversey J-512 Concentrate, Case of 2-2.5 L bottles	-	No Bid
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles	-	No Bid
5 Cases	Scrubs in a Bucket hand cleaner towels, 6-72ct buckets/per case	-	No Bid
100 ea.	9" Trigger sprayers for 32oz. bottle	#0.50 ea	#80.00
100 ea.	32 oz. spray bottles	#0.75 ea	#75.00
5 ea.	2 gallon pump sprayer	-	No Bid
20 ea.	Dustpan	#4.60 ea	#92.00
50 ea.	Utility Brush with Handle	-	No Bid
5 ea.	Toilet Brush	#4.25 ea	#21.25
10 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer - NO METAL	-	No Bid
30 ea.	Plastic Scrub and Dry Squeegee	#30.00 ea	#900.00
30 ea.	Wood Handle, Threaded. Lacquered, 60" long	#4.50 ea	#135.00
5 Cases	Broom Replacement Head, Angled Synthetic Bristle, Case of 12 heads	-	No Bid
50 ea.	Upright brooms, black wooden handles, corn bristle, non-angle - NO METAL outside nor inside bristles NATURAL HANDLE	#15.00 ea	#750.00
125 Cases	Mop heads, cotton 24 oz, 12-24oz/case (compatible w/ no metal handle)	-	No Bid
25 ea.	Mop handles, wooden - NO METAL	-	No Bid
5 Cases	24" Dust mop heads 12/CASE	#98.40 ea	#492.00
10 ea.	36" Dust mop frame, clip on	#6.25 ea	#62.50
10 ea.	Clip-on dust mop handle	#8.25 ea	#82.50
10 Cases	36" Dust mop heads, 12/case	#133.20 ea	#1,332.00

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
3 Cases	21" Hair nets, 1000/case	—	No Bid
150 Cases	Vinyl gloves, powder free, 100/box, 10/case	#24.00/cs	#3,600.00
15 Cases	Griddle Grill Bricks, 12/case	#31.20/cs	#468.00
30 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner -120/CASE	#55.40/cs	#1,662.00
200 Boxes	Scouring scrub pads (no sponge) 6x9in. 20/box (Triple S)150 Cases	—	No Bid
150 Cases	Stainless Steel Scrub pads, 6/box, 12 boxes/case	—	No Bid
10 Cases	Eco security Paperboard Utensils, 5m/case	—	No Bid
10 Cases	Plastic wrapped sporks, 1000/case	#15.00/cs	#150.00
20 Boxes	Zip lock quart bags, 500/box 6"x9" -1,000/box	#26.50/cs	#530.00
20 Boxes	Zip lock gallon bags, 250/box 10"x12"	#18.20/cs	#364.00
20 Cases	Zip lock Sandwich bags #20, 6x6, 1.4 MIL, 1000/case 6.5"x6" -1,2 MIL -500/CASE	#19.90/cs	#398.00
300 Cases	Garbage bags, heavy duty white, minimum capacity of 55 gal, 100/case	—	No Bid
25 Cases	Small garbage bags #33, 1000/case	—	No Bid
10 Cases	10" Styrofoam plates non-compartment, 5000/case 10.25" - 500/cs	#44.50/cs	#445.00
5 Cases	Styrofoam 3-Compartment carry out plates Packets 200/CASE	#25.00/cs	#125.00
30 Cases	12oz. Styrofoam drinking cups, 1000/case	#45.00/cs	#1,350.00
10 Cases	16oz. Styrofoam drinking cups, 1000/case	#69.00/cs	#690.00
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk	—	No Bid
5 Cases	16oz. Styrofoam squat containers, 500/case	#42.00/cs	#210.00
5 Cases	Lids for 16oz. squat containers, 1000/case	#39.00/cs	#195.00
5 cases	2 oz, plastic portion clear cup, 2500/case	#23.75/cs	#118.75
5 cases	2 oz, plastic portion clear cup lids, 2500/case	#29.75/cs	#148.75
12 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs	#287.00/cs	#3,444.00
300 Cases	Brown roll paper towels, 12 rolls/case	#25.80/cs	#7,740.00

CENTRAL PAPER - PAGE 3

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
25 Cases	Paper towels, double ply, 30/case	#29.05/c	\$726.25
600 Cases	Toilet paper, double ply, 96/case	#44.80/c	\$26880.00
5 Bundles	6lb brown bags, 500/bundle	#18.00/bu	\$90.00
20 ea.	18" x 2000' Food Film	#17.40/rl	\$348.00
20 ea.	18" x 2000' Aluminum Foil	-	No Bid
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box	-	No Bid
	Sub total		\$67,705.75

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE SEVERAL DIVERSEY BRAND DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE DIVERSEY BRAND CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST. *

***NOTE: WOOD HANDLE MUST BE ABLE TO FIT BOTH PLASTIC SCRUB/DRY SQUEEGEE AND BROOM REPLACEMENT HEADS FOR KITCHEN USE.

The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers that are currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal	\$75.00/gal	\$7,500.00
20 Each	CLF Color Safe Bleach, 15-gal	\$159.20/gal	\$3,184.00
20 Each	CLF Liquid Alkali, 15 gal	\$213.20/gal	\$4,264.00
20 Each	CLF Combo Sour/Soft, 15 gal	\$243.00/gal	\$4,860.00
20 Each	CLF Laundry Detergent, 15-gal	\$305.10/gal	\$6,102.00
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal	\$76.15/gal	\$2,284.50
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal	\$74.45/gal	\$744.50
30 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal	\$57.10/gal	\$1,713.00
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case 5 GALLON	\$95.50/case	\$2,865.00
15 Cases	Orange Tough 40, 4/1-gal/ per case	\$136.00/case	\$2,040.00
	GRAND TOTAL		\$ \$103,262.75

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE LAUNDRY DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE LISTED CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.*

Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

CENTRAL AP62 - PAGE 5

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

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

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

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

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 8, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for supplies for the jail. At this time sealed bids will be publicly opened and read aloud.

Deliveries will be accepted Monday through Friday between 8:00 a.m. and 4:00 p.m. Bidder must be able to deliver products within fourteen (14) days of order date.

Bid may be awarded whole or in part.

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

If you have any questions regarding this bid, please contact Susan Black, Cullman County Sheriff's Office, directly at 256-775-4714, or email sblack@cullmansheriff.org.

North Alabama Chemical Company
Company

P.O. Box 521
Mailing Address

Decatur, AL 35602

256-355-3578 / 256-355-5264
Phone/Fax

Benny Sivley
Representative (please print)

Benny Sivley
Representative (signature)

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
75 Cases	Chlorine Bleach: Clorox, or <u>equivalent</u> , 6/ 1 gallon containers per case	23.40	1,755.00
50 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case 33711 6/75's	34.50	1,725.00
30 Cases	Fogger Disinfectant for Clorox 360 machine 31650	78.60	2,358.00
12 containers	5gal Zguard Professional Antimicrobial Multi-Surface Cleaner OR x60 - 1gal (handheld foggers) PH7Q 4/11gal	51.80	621.60
5 Containers	Spartan floor wax or <u>equivalent</u> , 5-gal containers Glare	67.00	335.00
5 Containers	Spartan wax stripper or <u>equivalent</u> , 5-gal containers Ax-it	70.00	350.00
5 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads	18.00	90.00
5 Boxes	White POLISH Pad, 20", box of 5 pads	16.00	80.00
5 boxes	Red BUFFING Pad, 20", box of 5 pads	16.00	80.00
5 Boxes	Black STRIPPING Pad, 20", box of 5 pads	16.00	80.00
15 ea.	Auto/Car Wash Bucket, 5 gal. CTW501	59.80	897.00
5 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal #100304 Spectaculoso, 4/11gal	35.00	175.00
5 Cases	Hand sanitizer, 4-2L bottles/case Purell Sanitizer	81.00	405.00
75 Cases	Anti-bacterial hand soap, 4-one gal. container/per case	41.00	3,075.00
5 Cases	Dawn dish soap, case of 4-one gal. bottles Dawn Original #57445	76.40	382.00
100 Cases	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case	30.60	3,060.00
100 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case	48.80	4,880.00
50 Cases	Green Wave Organic Acid Cleaner, or equivalent soap scum/hard water / rust cleaner, case of 12-1 qt bottles	48.00	2,400.00
2 Cases	Freezer Cleaner (FP), 4/1 gal	84.00	168.00
20 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity)	79.80	1,596.00

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
50 Cases	Urine Screen, case of 6-10 screens (1.98 each)	118.80	5,940.00
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12-19 oz. cans #4104	34.80	696.00
20 Cases	Diversey Glass Non-Ammoniated Glass Clean J-Fill, 2-2.5 L bottles	94.90	1,898.00
20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles	210.15	4,203.00
20 Cases	Diversey J-512 Concentrate, Case of 2-2.5 L bottles	33.95	679.00
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles	33.75	337.50
5 Cases	Scrubs in a Bucket hand cleaner towels, 6-72ct buckets/per case	77.40	387.00
100 ea.	9" Trigger sprayers for 32oz. bottle	.68	68.00
100 ea.	32 oz. spray bottles	.65	65.00
5 ea.	2 gallon pump sprayer	23.80	119.00
20 ea.	Dustpan	3.25	65.00
50 ea.	Utility Brush with Handle	3.75	187.50
5 ea.	Toilet Brush	2.15	10.75
10 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer - NO METAL	79.80	798.00
30 ea.	Plastic Scrub and Dry Squeegee	17.10	513.00
30 ea.	Wood Handle, Threaded. Lacquered, 60" long	3.75	112.50
5 Cases	Broom Replacement Head, Angled Synthetic Bristle, Case of 12 heads (6.80 each)	81.60	408.00
50 ea.	Upright brooms, black wooden handles, corn bristle, non-angle - NO METAL outside nor inside bristles	9.10	455.00
125 Cases	Mop heads, cotton 24 oz, 12-24oz/case (compatible w/ no metal handle)	48.00	6,000.00
25 ea.	Mop handles, wooden - NO METAL	8.90	222.50
5 Cases	24" Dust mop heads "Endless Twist"	87.60	438.00
10 ea.	36" Dust mop frame, clip on	3.80	38.00
10 ea.	Clip-on dust mop handle	8.90	89.00
10 Cases	36" Dust mop heads, 12/case "Endless Twist"	123.00	1,230.00

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
3 Cases	21" Hair nets, 1000/case	32.00	96.00
150 Cases	Vinyl gloves, powder free, 100/box, 10/case	24.00	3,600.00
15 Cases	Griddle Grill Bricks, 12/case	25.80	387.00
30 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner 120 per cs	39.90	1,197.00
200 Boxes	Scouring scrub pads (no sponge) 6x9in. 20/box (Triple S) 150 Cases	6.70	1,340.00
150 Cases	Stainless Steel Scrub pads, 6/box, 12 boxes/case 72 per cs	31.80	4,770.00
10 Cases	Eco security Paperboard Utensils, 5m/case	315.00	3,150.00
10 Cases	Plastic wrapped sporks, 1000/case	16.00	160.00
20 Boxes	Zip lock quart bags, 500/box	17.70	354.00
20 Boxes	Zip lock gallon bags, 250/box	17.70	354.00
20 Cases	Zip lock Sandwich bags #20, 6x6, 1.4 MIL, 1000/case	17.00	340.00
300 Cases	Garbage bags, heavy duty white, minimum capacity of 55 gal, 100/case	18.00	5,400.00
25 Cases	Small garbage bags #33, 1000/case	21.00	525.00
10 Cases	10" Styrofoam plates non-compartment, 500/case 9" 500/case	26.80	268.00
5 Cases	Styrofoam 3-Compartment carry out plates	28.00	140.00
30 Cases	12oz. Styrofoam drinking cups, 1000/case	50.25	1,507.50
10 Cases	16oz. Styrofoam drinking cups, 1000/case	73.80	738.00
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk	35.50	177.50
5 Cases	16oz. Styrofoam squat containers, 500/case	46.75	233.75
5 Cases	Lids for 16oz. squat containers, 1000/case	42.50	212.50
5 cases	2 oz, plastic portion clear cup, 2500/case	29.20	146.00
5 cases	2 oz, plastic portion clear cup lids, 2500/case	28.80	144.00
12 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs	104.00	1,248.00
300 Cases	Brown roll paper towels, 12 rolls/case	23.00	6,900.00

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
25 Cases	Paper towels, double ply, 30/case	26.70	667.50
600 Cases	Toilet paper, double ply, 96/case	34.50	20,700.00
5 Bundles	6lb brown bags, 500/bundle	19.80	99.00
20 ea.	18" x 2000' Food Film	22.00	440.00
20 ea.	18" x 2000 ⁵⁰⁰ ' Aluminum Foil, #0	31.40	628.00
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box	14.90	149.00
	Sub total		\$ 105,544.10

\$ 105,544.10

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

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The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers that are currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal		No Bid
20 Each	CLF Color Safe Bleach, 15-gal		No Bid
20 Each	CLF Liquid Alkali, 15 gal		No Bid
20 Each	CLF Combo Sour/Soft, 15 gal		No Bid
20 Each	CLF Laundry Detergent, 15-gal		No Bid
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal		No Bid
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal		No Bid
30 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal		No Bid
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case		No Bid
15 Cases	Orange Tough 40, 4/1-gal/ per case		No Bid
	GRAND TOTAL		\$ No Bid

***NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.

NOTE: WE HAVE LAUNDRY DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE LISTED CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.

Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

NALCC can not supply laundry and warewashing products to match dispensers

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.

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INVITATION TO BIDDERS

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Bid may be awarded whole or in part.

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

If you have any questions regarding this bid, please contact Susan Black, Cullman County Sheriff's Office, directly at 256-775-4714, or email sblack@cullmansheriff.org.

PHENIX SUPPLY DBA FABRICLEAN SUPPLY
Company

/
Mailing Address

1200 2ND Ave N
BIRMINGHAM, AL 35202

Phone/Fax
205 251 7272

Representative (please print)

STEVE TAYLOR
Representative (signature)



SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
75 Cases	Chlorine Bleach: Clorox, or equivalent, 6/ 1 gallon containers per case		
50 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case		
30 Cases	Fogger Disinfectant for Clorox 360 machine		
12 containers	5gal Zguard Professional Antimicrobial Multi-Surface Cleaner <i>OR</i> x60 – 1gal (handheld foggers)		
5 Containers	Spartan floor wax or equivalent, 5-gal containers		
5 Containers	Spartan wax stripper or equivalent, 5-gal containers		
5 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads		
5 Boxes	White POLISH Pad, 20", box of 5 pads		
5 boxes	Red BUFFING Pad, 20", box of 5 pads		
5 Boxes	Black STRIPPING Pad, 20", box of 5 pads		
15 ea.	Auto/Car Wash Bucket, 5 gal.		
5 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal		
5 Cases	Hand sanitizer, 4-2L bottles/case		
75 Cases	Anti-bacterial hand soap, 4-one gal. container/per case		
5 Cases	Dawn dish soap, case of 4-one gal. bottles		
100 Cases	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case		
100 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case		
50 Cases	Green Wave Organic Acid Cleaner, or equivalent soap scum/hard water / rust cleaner, case of 12-1 qt bottles		
2 Cases	Freezer Cleaner (FP), 4/1 gal		
20 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity)		

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
50 Cases	Urine Screen, case of 6-10 screens		
20 Cases	Lysol, or equivalent aerosol disinfectant, case of 12-19 oz. cans		
20 Cases	Diversey Glass Non-Ammoniated Glass Clean J-Fill, 2-2.5 L bottles		
20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles		
20 Cases	Diversey J-512 Concentrate, Case of 2-2.5 L bottles		
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles		
5 Cases	Scrubs in a Bucket hand cleaner towels, 6-72ct buckets/per case		
100 ea.	9" Trigger sprayers for 32oz. bottle		
100 ea.	32 oz. spray bottles		
5 ea.	2 gallon pump sprayer		
20 ea.	Dustpan		
50 ea.	Utility Brush with Handle		
5 ea.	Toilet Brush		
10 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer – NO METAL		
30 ea.	Plastic Scrub and Dry Squeegee		
30 ea.	Wood Handle, Threaded. Lacquered, 60" long		
5 Cases	Broom Replacement Head, Angled Synthetic Bristle, Case of 12 heads		
50 ea.	Upright brooms, black wooden handles, corn bristle, non-angle – NO METAL outside nor inside bristles		
125 Cases	Mop heads, cotton 24 oz, 12-24oz/case (compatible w/ no metal handle)		
25 ea.	Mop handles, wooden – NO METAL		
5 Cases	24" Dust mop heads		
10 ea.	36" Dust mop frame, clip on		
10 ea.	Clip-on dust mop handle		
10 Cases	36" Dust mop heads, 12/case		

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
3 Cases	21" Hair nets, 1000/case		
150 Cases	Vinyl gloves, powder free, 100/box, 10/case		
15 Cases	Griddle Grill Bricks, 12/case		
30 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner		
200 Boxes	Scouring scrub pads (no sponge) 6x9in. 20/box (Triple S)150 Cases		
150 Cases	Stainless Steel Scrub pads, 6/box, 12 boxes/case		
10 Cases	Eco security Paperboard Utensils, 5m/case		
10 Cases	Plastic wrapped sporks, 1000/case		
20 Boxes	Zip lock quart bags, 500/box		
20 Boxes	Zip lock gallon bags, 250/box		
20 Cases	Zip lock Sandwich bags #20, 6x6, 1.4 MIL, 1000/case		
300 Cases	Garbage bags, heavy duty white, minimum capacity of 55 gal, 100/case		
25 Cases	Small garbage bags #33, 1000/case		
10 Cases	10" Styrofoam plates non-compartment, 5000/case		
5 Cases	Styrofoam 3-Compartment carry out plates		
30 Cases	12oz. Styrofoam drinking cups, 1000/case		
10 Cases	16oz. Styrofoam drinking cups, 1000/case		
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk		
5 Cases	16oz. Styrofoam squat containers, 500/case		
5 Cases	Lids for 16oz. squat containers, 1000/case		
5 cases	2 oz, plastic portion clear cup, 2500/case		
5 cases	2 oz, plastic portion clear cup lids, 2500/case		
12 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs		
300 Cases	Brown roll paper towels, 12 rolls/case		

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
25 Cases	Paper towels, double ply, 30/case		
600 Cases	Toilet paper, double ply, 96/case		
5 Bundles	6lb brown bags, 500/bundle		
20 ea.	18" x 2000' Food Film		
20 ea.	18" x 2000' Aluminum Foil		
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box		
	Sub total		\$

*****NOTE: MUST INCLUDE A 'PRICE QUOTE' THAT INCLUDES THE PRODUCT DESCRIPTION, PRODUCT NUMBER, UNIT OF MEASUREMENT (EACH, CASE, ETC.), QUANTITY OF '1', UNIT PRICE, AND EXTENDED PRICE. ALSO INCLUDE A CATALOG(S) FOR YOUR BUSINESS SO THAT ITEMS CAN BE CONFIRMED.**

*****NOTE: WE HAVE SEVERAL DIVERSEY BRAND DILUTION DISPENSERS IN THE FACILITY. IF THE VENDOR IS UNABLE TO PROVIDE THE DIVERSEY BRAND CHEMICALS, THE VENDOR MUST PROVIDE NEW DILUTION DISPENSERS TO US FOR THE EQUIVALENT CONCENTRATE CHEMICALS THAT ARE LISTED ABOVE AT THE TIME OF BID APPROVAL AT THEIR COST.******

*****NOTE: WOOD HANDLE MUST BE ABLE TO FIT BOTH PLASTIC SCRUB/DRY SQUEEGEE AND BROOM REPLACEMENT HEADS FOR KITCHEN USE.**

The following items must be bid by the referenced brands due to the laundry and dishwasher dispensers that are currently in use. Cost to the county to change these machines will require that the Commission reject any bid proposing an alternative where bid specifications indicate a specific brand with no equivalent.

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal <i>UNX Brill 5 GAL PAIL</i>	94.50	9450.00
20 Each	CLF Color Safe Bleach, 15-gal <i>UNX FLO SHEEN 32</i>	277.30	5546.00
20 Each	CLF Liquid Alkali, 15 gal <i>UNX Power Burst</i>	197.25	3945.00
20 Each	CLF Combo Sour/Soft, 15 gal <i>UNX SOFT BRITE</i>	40.3	8060.00
20 Each	CLF Laundry Detergent, 15-gal <i>UNA IMPACT</i>	325.25	6505.00
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal <i>UNX TEMPO 5 GAL PAIL</i>	116.60	3498.00
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal <i>UNA WHIRL</i>	143.65	1436.50
30 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal <i>UNX BONUS</i>	79.75	2392.50
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case <i>UNX ALLY 4 GAL CASE</i>	118.65	3559.50
15 Cases	Orange Tough 40, 4/1-gal/ per case <i>UNX ACHIEVE 4 GAL CASE</i>	71.90	1078.50
	GRAND TOTAL		\$ 45,471.00

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Approximate Quantities given are estimates only; there are no guaranties to quantities that will be purchased.

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APEIRO SOLUTIONS LLC
Company

4112 CRESCENT CIR
Mailing Address

BIRMINGHAM, AL 35242

256-709-1521
Phone/Fax

MATT SCOTT
Representative (please print)


Representative (signature)

SPECIFICATIONS
SUPPLIES FOR CULLMAN COUNTY JAIL

APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
75 Cases	Chlorine Bleach: Clorox, or equivalent, 6/ 1 gallon containers per case PAEROLYTE HOCL 500	\$10.00/GAL \$60.00/CASE	450 GAL \$4,500.00
50 Cases	Clorox or equivalent wipes, 35 wet wipes per container, 12 containers per case		
30 Cases	Fogger Disinfectant for Clorox 360 machine PAEROLYTE HOCL 500	\$10.00/GAL \$60.00/CASE	180 GAL \$1,800.00
12 containers	5gal Zguard Professional Antimicrobial Multi-Surface Cleaner OR x60 – 1gal (handheld foggers)		
5 Containers	Spartan floor wax or equivalent, 5-gal containers		
5 Containers	Spartan wax stripper or equivalent, 5-gal containers		
5 Boxes	Blue SCRUBBING Pad, 20", box of 5 pads		
5 Boxes	White POLISH Pad, 20", box of 5 pads		
5 boxes	Red BUFFING Pad, 20", box of 5 pads		
5 Boxes	Black STRIPPING Pad, 20", box of 5 pads		
15 ea.	Auto/Car Wash Bucket, 5 gal.		
5 Cases	Fabuloso Multipurpose Cleaner, Lavender, 4/1 gal		
5 Cases	Hand sanitizer, 4-2L bottles/case		
75 Cases	Anti-bacterial hand soap, 4-one gal. container/per case		
5 Cases	Dawn dish soap, case of 4-one gal. bottles		
100 Cases	Maxim Mystic Orange, or equivalent Multi-Purpose Degreaser, 1 qt bottles, 12/case PAEROCLEN DEGREASER	\$4.88/QT \$58.56/CASE	1,200 QTS \$5,856.00
100 Cases	Capri Original Liquid Deodorant, or equivalent odor eliminator, 1 qt bottles, 12/case		
50 Cases	Green Wave Organic Acid Cleaner, or equivalent soap scum/hard water / rust cleaner, case of 12-1 qt bottles		
2 Cases	Freezer Cleaner (FP), 4/1 gal		
20 Cases	No-Rinse floor cleaner, 4gal/case (Simplicity)		

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20 Cases	Diversey Stride DC Floral Concentrate, case of 2-2.5 L bottles		
20 Cases	Diversey J-512 Concentrate, Case of 2-2.5 L bottles		
10 Cases	Diversey Triad 111 Concentrate, case of 2-2.5 L bottles		
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100 ea.	9" Trigger sprayers for 32oz. bottle		
100 ea.	32 oz. spray bottles		
5 ea.	2 gallon pump sprayer		
20 ea.	Dustpan		
50 ea.	Utility Brush with Handle		
5 ea.	Toilet Brush		
10 ea.	Plastic 35 qt. large commercial mop bucket w/ plastic wringer – NO METAL		
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30 Cases	Abrasive scouring pads; Brillo or equivalent, 4"x4" steel wool pads w/ cleaner		
200 Boxes	Scouring scrub pads (no sponge) 6x9in. 20/box (Triple S)150 Cases		
150 Cases	Stainless Steel Scrub pads, 6/box, 12 boxes/case		
10 Cases	Eco security Paperboard Utensils, 5m/case		
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20 Boxes	Zip lock quart bags, 500/box		
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20 Cases	Zip lock Sandwich bags #20, 6x6, 1.4 MIL, 1000/case		
300 Cases	Garbage bags, heavy duty white, minimum capacity of 55 gal, 100/case		
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5 Cases	Styrofoam 3-Compartment carry out plates		
30 Cases	12oz. Styrofoam drinking cups, 1000/case		
10 Cases	16oz. Styrofoam drinking cups, 1000/case		
5 cases	12 oz. Styrofoam Bowls, 8/pks per case, 125/pk		
5 Cases	16oz. Styrofoam squat containers, 500/case		
5 Cases	Lids for 16oz. squat containers, 1000/case		
5 cases	2 oz, plastic portion clear cup, 2500/case		
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12 cases	Chinet Classic White, 9 3/4x12 1/2 Pltr 9 3/4" x 12 1/2", Oval Platter, 500/cs		
300 Cases	Brown roll paper towels, 12 rolls/case		

APPROXIMATE QUANTITY	Item Description	Price per gal,case, ect.	Extended Total
25 Cases	Paper towels, double ply, 30/case		
600 Cases	Toilet paper, double ply, 96/case		
5 Bundles	6lb brown bags, 500/bundle		
20 ea.	18" x 2000' Food Film		
20 ea.	18" x 2000' Aluminum Foil		
10 boxes	12x10.75 Aluminum Foil Sheets, 500/box		
	Sub total		\$ 12,156.00

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APPROXIMATE QUANTITY	Item Description	Price per gal, case, ect.	Extended Total
100 Each	Spartan Blue-Glo Hand Dishwashing Detergent, 5-gal		
20 Each	CLF Color Safe Bleach, 15-gal	$\frac{150.00}{15 \text{ GAL}}$	300 GAL 3,000.00
20 Each	CLF Liquid Alkali, 15 gal		
20 Each	CLF Combo Sour/Soft, 15 gal		
20 Each	CLF Laundry Detergent, 15-gal		
30 Each	SparClean All-Temp Dish Machine Dish Detergent, 5-gal		
10 Each	SparClean All-Temp Dish Machine Rinse Aid, 5-gal		
30 Each	SparClean Low-Temp Dish Machine Sanitizer, 5-gal		
30 Cases	Spartan San-T-10 Plus Sanitizer, 2/2.5-gal/ per case		
15 Cases	Orange Tough 40, 4/1-gal/ per case		
	GRAND TOTAL		\$ 15,156.00

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

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 8, 2023, in the County Commission Office, 500 Second Ave SW, Room 105 Courthouse, Cullman, Alabama, for **Service of the Sheriff's Department and other various County Vehicles**. At this time sealed bids will be publicly opened and read aloud.

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

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

Any questions regarding this bid should be directed to John Ballew of the Cullman County Sheriff's Office, at 256-735-6980.

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

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

**FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN
LOSS OF BID CONTRACT.**

BERCO INC DBA Haroline Express Lube
Company

256-739-5888 256-739-5903
Phone/Fax

117 2nd Ave SW
Mailing Address

Jason Berry
Representative

Cullman, AL 35055

VEHICLE SERVICE SPECIFICATIONS

Sheriff Dept. vehicles and other department vehicles are required to obtain the following engine and drivetrain service.

All Parts and Products must meet or exceed manufactures specifications.

Any use of specific names and/or brands are not intended to restrict the bidder, but is included solely for the purpose of indicating the quality of products considered best to the use of Cullman County.

The use of reconditioned oil will not be acceptable for use in oil changes.

THE FOLLOWING WILL BE INCLUDED IN THE BID PRICE FOR SERVICE OF ALL VEHICLES REQUIRING 5QTS, 6QTS, 7QTS, & 8QTS OF OIL.

ENGINE

OIL-Replace every 4000 miles, using 5w-30, 0w-20 has to meet Dexos1 specifications, or 15w-40 has to meet APICJ-4 or CK-4 specifications.

OIL FILTER-Replace every 4000 miles, using the manufacturer's recommended product: Ford-FL1A, Chevrolet-AC.

ENGINE COOLANT-Check and advise on engine coolant protection during the 4000 mile Service.

First pint of fluid free with service.

TRANSMISSION

Check and maintain proper fluid level at each 4000 mile service. If additions are made, use according to manufacturer's specifications.

First pint of fluid free with service.

REAR AXLE-Check and maintain proper amount of lubricant at each 4000 mile service.

POWER STEERING UNIT-Check and maintain proper fluid level at the time of each 4000 mile service.

First pint of fluid free with service.

BRAKE MASTER CYLINDER-Check and advise proper fluid level at the time of each 4000 mile service.

First pint of fluid free with service.

MISCELLANEOUS

BATTERY-Check and advise condition of battery cables.

WASHER FLUID-Fill at every 4000 mile service.

GREASE FITTINGS-Grease fittings as needed.

TIRES-Ensure proper inflation of tires at the time of each 4000 mile service.

Bid Price for service of vehicles holding:

(*Haroline Pro DS Full Synthetic*)
Dexos1

5QTS of oil: \$ 62.99

Haroline Synthetic Technology
\$ 50.99

Haroline Conventional
\$ 37.99

6QTS of oil: \$ 71.54

\$ 57.84

\$ 43.49

7QTS of oil: \$ 80.09

\$ 64.69

\$ 48.99

8QTS of oil: \$ 88.64

\$ 71.54

\$ 54.49

Bid price for extra quarts of oil:

\$ 8.55

\$ 6.85

\$ 5.50

Bid price for extra pints of fluid:

Specialty Synthetic Fluids

\$ 3.⁰⁰

THE FOLLOWING ITEMS ARE TO BE BID OUT AT THE VENDORS COST PLUS A PERCENTAGE OVER COST. IF THE VENDORS COST INCREASES AT ANY TIME DURING THE DURATION OF THE BID THE VENDOR MUST FIRST CONTACT THE CULLMAN COUNTY COMMISSION OF THE INCREASE BEFORE ANY INCREASE IN PAYMENT WILL BE MADE.

AIR FILTERS: are to be replaced every 8000 miles, using manufacturer's recommended product:

Bid Price:

Cost \$ 14.55 plus % 10 over cost

PCV \$ 5.⁰⁰ % 10

Wiper \$ 8.10 % 10

Blades \$ 21.82 % 10

Conventional
Beam } Blades

SERVICE RECORD

Service record maintained for each vehicle. Unit number, last eight digits on vin #, mileage and date recorded for each service.

SERVICE SCHEDULE

Vehicles which are brought to the service facility must be serviced within **30** minutes of their arrival to the facility, except during servicing which discovers some mechanical defect or flaw which would of necessity require a longer service time. The mechanical defect or flaw must be noted on the vehicle's service record. The service facility must be equipped with a service pit to ensure that the driver of the vehicle may remain inside the vehicle during servicing.

THE BID WILL BE HONORED FOR ONE (1) YEAR FROM DATE OF AWARD, WITH THE RIGHT TO EXTEND BID ONE YEAR BUT NOT TO EXCEED THREE YEARS. THIS WILL BE CONTINGENT UPON THE AGREEMENT OF BOTH PARTIES.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 8, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **Pest Control Service** at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

Any questions regarding this bid should be directed to John Bullard, County Administrator, at (256) 775-4925.

If mutually agreeable between both parties, Cullman County may extend the period in one-year increments up to 3 years.

Bid A: Total Pest Control Service Yearly \$ 20,736.⁰⁰

Bid B: Total Pest Control Service Monthly \$ 1728.⁰⁰

SUBMITTED BY:

Cook's Pest Control
Name of Bidding Company

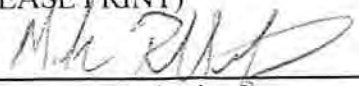
2025 Cherokee Ave SW
Business Address

Cullman AL 35055
City, State, Zip

256-734-0353 ofc / 256-736-4352 direct
Telephone, Area Code & Number

256-734-2104
Fax Number

Mark Rutherford - Commercial Consultant
Name of Authorized Representative
(PLEASE PRINT)


Signature of Authorized Representative

Contractor must provide monthly pest control service to all specified locations.

Contractor's service representative must check in with an employee before servicing a location or office to insure that the service rep has been informed of any problem areas. An employee must sign off on the service ticket every month after work has been performed.

This bid will be evaluated quarterly to insure that the pest control service being performed is meeting all bid specifications and standards. The bid may be rescinded if service evaluation is not satisfactory or bid specifications are not being met.

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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

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

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

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

BID SPECIFICATIONS

FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
Cullman County Courthouse	500 2nd Ave SW Cullman	\$ <u>160</u>
*Cullman County Office Building and Basement	402 Arnold Street, Cullman	\$ <u>43</u>
Cullman County Economic Development and Sales Tax	325 2nd St SE, Cullman	\$ <u>43</u>
*Cullman County Animal Shelter	935 Convent Road Cullman	\$ <u>39</u>
Sheriff's Dept/ Jail/ Juvenile Facility/ Sheriff's Training Building/ Storage Building	1900 Beech Ave, Cullman	\$ <u>175</u>
Bates Property	21513rd Ave SE, Cullman	\$ <u>35</u>
*Sheriff's Dept Baileyton Annex	12080 Hwy 69 North, Baileyton	\$ <u>35</u>
West Side Sheriff's Dept Annex	557 Good Hope School Road	\$ <u>35</u>
Crane Hill Sheriff Annex and Senior Center	15140 Co Rd 222, Crane Hill	\$ <u>30</u>
Commission on Aging	1539 Sportsman Lake Rd Cullman	\$ <u>45</u>
Crane Hill County Building	15095 Co Rd 222, Crane Hill	\$ <u>30</u>
Colony Senior Center	12980 Alabama Hwy 91 Hanceville	\$ <u>30</u>
New Canaan Community Center	2506 Hwy 231 Arab	\$ <u>33</u>
CARTS Buildings	1950 Beech Ave Cullman	\$ <u>30</u>
Cullman County Annex/ Court Referral Safety Dept	2051 2nd Ave SW Cullman	\$ <u>30</u>
*Eastside Road Department/ Engineering/ & Old Garage Building	2883 Alabama Hwy 69 N, Cullman	\$ <u>45</u>
Westside Road Department	3190 Co Rd 438 Cullman	\$ <u>30</u>
Cullman County Garage	6451 Co Rd 490, Hanceville	\$ <u>43</u>
Cullman County Sanitation Dept	2810 Alabama Hwy 69 S Hanceville	\$ <u>32</u>
Volunteer Fire Dept Training Center	17793 US Hwy 31 Cullman	\$ <u>40</u>
Pandemic Response Center	1520 Sportsman Lake Rd NW	\$ <u>30</u>

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE

LOCATION

SERVICE ADDRESS

MONTHLY COST

Cullman County Park & Rec Locations:

Clarkson Bridge Park:

1240 Co Rd 1043 Cullman

\$ 55

- 1. House (2 Story)
- 2. Gift Shop/ Restrooms (1 Building)

Sportsman Lake Park:

1536 Sportsman Lake Rd, Cullman

\$ 95

- 1. Activity Center
- 2. Concession Stand
- 3. 2 Restrooms
- 4. 1 Bathhouse
- 5. Cabin
- 6. Christmas Storage Building

Smith Lake Park:

416 Co Rd 385 Cullman

\$ 295

- 1. 1 Rental Unit
- 2. Store/ Office
- 3. 3 Block Restrooms
- 4. Pool Concession Building/ 2 Bathrooms
- 5. 2 Bathhouses
- 6. 10 Cabins
- 7. Maintenance Building

Stony Lonesome OHV Park:

8323AL Hwy 69S Cullman

\$ 210

- 1. Maintenance
- 2. Environmental Building
- 3. 20 Rental Units
- 4. 17 Trailers
- 5. 2 Bathhouses
- 6. Bathroom
- 7. Storm Shelter

17645 US Hwy 31 Cullman

\$ 60

Cullman County Agriculture Center:

- 1. Main Building

The Cullman County Commission reserves the right to discontinue service on any facility without penalty.

The Cullman County Commission reserves the option to pay monthly or yearly with the right to any available discounts.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 8, 2023, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **Pest Control Service** at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

Any questions regarding this bid should be directed to John Bullard, County Administrator, at (256) 775-4925.

If mutually agreeable between both parties, Cullman County may extend the period in one-year increments up to 3 years.

Bid A: Total Pest Control Service Yearly \$ 29,880

Bid B: Total Pest Control Service Monthly \$ 2,490.00

SUBMITTED BY:

Northwest Exterminating
Name of Bidding Company

7830 SR-157 North
Business Address

Cullman, AL 35057
City, State, Zip

(256) 739-5467
Telephone, Area Code & Number

N/A
Fax Number

Zac Freeman
Name of Authorized Representative
(PLEASE PRINT)


Signature of Authorized Representative

Contractor must provide monthly pest control service to all specified locations.

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This bid will be evaluated quarterly to insure that the pest control service being performed is meeting all bid specifications and standards. The bid may be rescinded if service evaluation is not satisfactory or bid specifications are not being met.

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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PROTECTION ACT**

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FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

BID SPECIFICATIONS

FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
Cullman County Courthouse	500 2nd Ave SW Cullman	\$ <u>125.00</u>
*Cullman County Office Building and Basement	402 Arnold Street Cullman	\$ <u>75.00</u>
Cullman County Economic Development and Sales Tax	325 2nd St SE Cullman	\$ <u>45.00</u>
*Cullman County Animal Shelter	935 Convent Road Cullman	\$ <u>75.00</u>
Sheriff's Dept/ Jail/ Juvenile Facility/ Sheriff's Training Building/ Storage Building	1900 Beech Ave, Cullman	\$ <u>125.00</u>
Bates Property	21513rd Ave SE Cullman	\$ <u>65.00</u>
*Sheriff's Dept Baileyton Annex	12080 Hwy 69 North Baileyton	\$ <u>55.00</u>
West Side Sheriff's Dept Annex	557 Good Hope School Road	\$ <u>55.00</u>
Crane Hill Sheriff Annex and Senior Center	15140 Co Rd 222 Crane Hill	\$ <u>55.00</u>
Commission on Aging	1539 Sportsman Lake Rd Cullman	\$ <u>65.00</u>
Crane Hill County Building	15095 Co Rd 222 Crane Hill	\$ <u>55.00</u>
Colony Senior Center	12980 Alabama Hwy 91 Hanceville	\$ <u>55.00</u>
New Canaan Community Center	2506 Hwy 231 Arab	\$ <u>55.00</u>
CARTS Buildings	1950 Beech Ave Cullman	\$ <u>45.00</u>
Cullman County Annex/ Court Referral Safety Dept	2051 2nd Ave SW Cullman	\$ <u>95.00</u>
*Eastside Road Department/ Engineering/ & Old Garage Building	2883 Alabama Hwy 69 N, Cullman	\$ <u>75.00</u>
Westside Road Department	3190 Co Rd 438 Cullman	\$ <u>45.00</u>
Cullman County Garage	6451 Co Rd 490 Hanceville	\$ <u>55.00</u>
Cullman County Sanitation Dept	2810 Alabama Hwy 69 S Hanceville	\$ <u>55.00</u>
Volunteer Fire Dept Training Center	17783 US Hwy 31, Cullman	\$ <u>75.00</u>
Pandemic Response Center	1520 Sportsman Lake Rd NW	\$ <u>55.00</u>

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE
SERVICE ADDRESS

LOCATION

MONTHLY COST

Cullman County Park & Rec Locations:

Clarkson Bridge Park:

1240 Co Rd 1043. Cullman

\$ 85.00

- 1. House (2 Story)
- 2. Gift Shop/ Restrooms (1 Building)

Sportsman Lake Park:

1536 Sportsman Lake Rd, Cullman

\$ 175.00

- 1. Activity Center
- 2. Concession Stand
- 3. 2 Restrooms
- 4. 1 Bathhouse
- 5. Cabin
- 6. Christmas Storage Building

Smith Lake Park:

416 Co Rd 385 Cullman

\$ 300.00

- 1. 1 Rental Unit
- 2. Store/ Office
- 3. 3 Block Restrooms
- 4. Pool Concession Building/ 2 Bathrooms
- 5. 2 Bathhouses
- 6. 10 Cabins
- 7. Maintenance Building

Stony Lonesome OHV Park:

8323AL Hwy 69S Cullman

\$ 450.00

- 1. Maintenance
- 2. Environmental Building
- 3. 20 Rental Units
- 4. 17 Trailers
- 5. 2 Bathhouses
- 6. Bathroom
- 7. Storm Shelter

17645 US Hwy 31 Cullman

\$ 85.00

Cullman County Agriculture Center:

- 1. Main Building

The Cullman County Commission reserves the right to discontinue service on any facility without penalty.

The Cullman County Commission reserves the option to pay monthly or yearly with the right to any available discounts.

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

Members of the Cullman
County Commission
Chairman Jeff Clemons

RE: Opinion on Applicability of Executive Session

Dear Commissioners and Chairman:


I am writing to advise the Members of the Cullman County Commission as follows:

- That I have reviewed the matter on which the Commission is considering convening an executive session for discussion on the general reputation, character, physical condition, mental health, professional competence of an individual, or job performance of a public employee which is not required by Alabama law to file a Statement of Economic Interest, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40
- That I have reviewed the matter on which the Commission is considering convening an executive session for discussion of the discipline or dismissal of, or to hear formal written complaints or charges brought against a public employee or an individual, corporation, partnerships, or legal entity subject to the regulation of the governmental body and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.
- X — That I have reviewed the matter on which the Commission is considering convening an executive session for discussion with legal counsel regarding a legal matter or to meet or confer with a mediator or arbitrator, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 Act No. 2005-40.
- That I have reviewed the matter on which the Commission is considering convening an executive session for discussion of security matters and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.
- That I have reviewed the matter on which the Commission is considering convening an executive session to discuss matters related to a criminal investigation and/or matters which may reveal the identity of an undercover law enforcement agent or informer. It is my opinion, and I am advising the Commission that this discussion would imperil effective law enforcement if conducted outside of executive session, and that under authority granted under Section 7 of Act No. 2005-40, this body may convene an executive session for this discussion.

- That I have reviewed the matter on which the Commission is considering convening an executive session to discuss matters related to the discussion of the price to offer or accept for the purchase, sale, exchange, lease, of and/or the market value of real property and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.
- That I have reviewed the commerce or trade matter which the Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7 (a)(7) of Act No. 2005-40, and that it will have a detrimental effect upon the competitive position of the Cullman County Commission of Cullman County or will reveal information protected by the Alabama Trade Secrets Act if the discussion is conducted outside of executive session.
- That the County Commission may properly convene an executive session for the discussion of pending negotiations with a group of County employees under Section 7(a)(8) of Act No. 2005-40, and that there would be a detrimental effect upon the negotiating position of Cullman County if discussions of this matter were conducted outside of an executive session.
- That I have reviewed the matter on which the Commission is considering convening an executive session and that the governmental body is acting as a “quasi-judicial body” and may enter into executive session to deliberate and discuss evidence or testimony presented during a public or contested case hearing.

Pursuant to Section 7 of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Emily Niezer Johnston
Attorney for Cullman County