

**CULLMAN COUNTY COMMISSION AGENDA**  
**January 25, 2022**

1. Call to order and welcome guests
2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
3. Approve the minutes of the December 28, 2021, Meeting, the January 6, 2022, Emergency Called Meeting, and the January 20, 2022 Emergency Called Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
4. Public Comments/Updates
5. **NEW BUSINESS**
  - A. Ratify abatement for Schulte Building Systems/Inland Southern presented by Cullman Alabama Economic Development Agency in the amount of \$218,396
  - B. Ratify North Alabama Highway Safety Office Agreement and authorize Chairman Clemons to sign
  - C. Resolution 2022-16:Adoption of the Alabama House of Representatives Map and legal description by and through Act #2021-556
  - D. Resolution 2022-17:Adoption of the Alabama State Senate District Official map and legal description by and through Act # 2021-558
  - E. Resolution 2022-18: Adoption of the Alabama State School Board/State Board of Education District Official map and legal description by and through Act#2021-559
  - F. Resolution 2022-19: Tax Abatement for Tyson Farms, Inc in the amount of \$9,532,875
  - G. Resolution 2022-20: Existing One-Half Cent Sales Tax for Cullman City Schools allocated to warrant repayment
  - H. Resolution 2022-22:Authorize Chairman Clemons to sign resolution for treatment of the standard allowance for revenue replacement from the County's American Rescue Plan Act fiscal Recovery Funds
  - I. Resolution 2022-24:Award the Architectural and Engineering Services to JMR+H for American Rescue Plan for the Courthouse Ventilation project and authorize Chairman Clemons to sign related paperwork
  - J. Consider setting Public Hearing for vacating a portion of County Road 630

- K. Consider renewal of Catastrophic Inmate Medical Insurance with Hunt Insurance in the amount of \$72,647.28 and authorize Chairman to sign all related documents
- L. Consider request from Cullman VFW to support local Veterans with financial support of \$12,000 to obtain the SGB shot for PTSD therapy
- M. Consider purchase of two 95 PTO tractors Massey Ferguson from State Bid at \$63,495.50 each for a total of \$126,991 for the Road Department and authorize Chairman Clemons to sign all related paperwork
- N. Consider purchase of two Land Pride PTO rotary mowers from Sourcewell Cooperative at \$38,321.32 each for a total of \$76,642.64 for the Road Department and authorize Chairman Clemons to sign all related paperwork
- O. Consider authorization for Swamp John's to use the south parking lot of the Courthouse on February 28, 2022, and March 24, 2022 from 3:30p.m-7:00p.m.
- P. Consider raising the dollar limit of the annual fireworks show from not to exceed \$25,000 to not exceed \$32,000 due to increased shipping cost. This is subject to bid and approval by the Commission
- Q. Authorize payment of annual CRS liability insurance premium in the amount of \$429,806.06
- R. Authorize Chairman Clemons to sign the Land and Water Conservation Fund and Recreational Trails Program Contract Agreement for Stony Lonesome OHV Park
- S. Authorize Chairman Clemons to sign the Recreational Trails Program Contract of Professional Services Project 21-RT-55-01 for Stony Lonesome OHV Park
- T. Authorize Chairman Clemons to sign the Recreational Trails Program Contract of Professional Services Project 21-RT-55-02 for Stony Lonesome OHV Park
- U. Authorize Chairman Clemons to sign contract with Loomis Bros Circus to perform at the Ag Center February 4, 2022- February 6, 2022
- V. Authorize appropriation for \$4,000 to Cullman Elks Veterans Day Committee from tourism fund to support tourism efforts
- W. Proposed plat Bronco Estates Subdivision. A minor subdivision containing 7 Lots located on County Road 1718
- X. Award Bid #1372 for Shoulder Work Material (Installed) to Wiregrass Construction Company, Inc.

6. The next Commission Work Session will be Tuesday, February 15, 2022, at 4:00 p.m. in the Commission Meeting Room

7. The next Commission Meeting will be Tuesday, February 15, 2022, at 6:00 p.m. in the Commission Meeting Room

8. Adjourn



**RESOLUTION NO. 2022-27  
TO APPROVE A TAX ABATEMENT FOR SCHULTE BUILDING SYSTEMS**

This Resolution is made this 10<sup>th</sup> day of January, 2022 (the Effective Date) by the City of Cullman, Alabama (the Granting Authority), to grant a tax abatement for Schulte Building Systems / Inland Southern (the Company).

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

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

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

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

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

WHEREAS, the construction of the project will involve capital investment of \$3,350,000 ; and

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

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

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

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

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

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

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

I hereby certify that the foregoing was duly adopted by the City of Cullman, Alabama of Alabama at a meeting held on the 10<sup>th</sup> day of January, 2022.

BY: 

Its: Mayor

ATTEST:





# Tax Abatement Agreement

This agreement is made this 10th day of January, 2022, (the Effective Date)

by and between the City of Cullman, Alabama (the Granting Authority),

and Schulte Building Systems Inc. (the Company), its successors and assigns.

WHEREAS, the Company's Standard Industrial Classification Code 331200 , meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), Code of Alabama 1975, as amended.

WHEREAS, the Company has announced plans for a (check one):

new project or **XX** major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by 30th day of June, 2023; and

WHEREAS, the Project will be located in the County of **CULLMAN** (check whichever is applicable)

**X** inside the city limits of **THE CITY OF CULLMAN** ,

**X** inside the police jurisdiction of **THE CITY OF CULLMAN** ,

outside the city limits and police jurisdiction of the City of **CULLMAN** ; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., Code of Alabama 1975) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

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

WHEREAS, at its meeting held on the 10th day of December, 2022 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

**X** owned by the entity applying for the abatement,

leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;



NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$ 12,060.00 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 69,000.00 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 3,350,000;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0      Year 1 25      Year 2 15      Year 3 10;

(c) Annual payroll initially at the Project and in each of the succeeding three years:



Initially \$0 Year 1 \$1,250,000 Year 2 \$750,000 Year 3 \$500,000 ;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

### GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

all state and local noneducational ad valorem taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Schulze Building Systems Inland Southern  
(the Company)

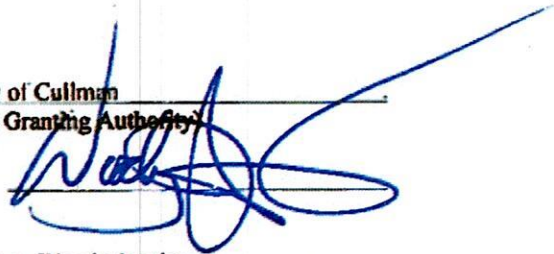
By: 

Name: Ronnie Peters

Title: Chief Financial Officer

Date: January 10, 2022

City of Cullman  
(the Granting Authority)

By: 

Name: Woody Jacobs

Title: Mayor

Date: January 10, 2022



## NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138  
[Eddierussell4nahso@gmail.com](mailto:Eddierussell4nahso@gmail.com)

### Traffic Enforcement Agreement

Fiscal Period: October 01, 2021 – September 30, 2022

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

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2022-FP-CP-33.

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

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: Cullman County Sheriff Department, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2021 through September 30, 2022**; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.

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

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

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

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

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



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

**Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY' Pay Period Follows.**

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

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

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


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

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. NAHSO assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.


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

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

Signatures required:

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

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

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

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

  
\_\_\_\_\_  
Signature of Region Director  
North Central Alabama Highway Safety Office

\_\_\_\_\_  
Eddie Russell  
Printed Name of Region Director



**RESOLUTION NO.: 2022-16**

**A RESOLUTION OF THE CULLMAN COUNTY COMMISSION ESTABLISHING PRECINCTS  
THROUGH THE ADOPTION OF THE ALABAMA HOUSE OF REPRESENTATIVES  
OFFICIAL MAP AND LEGAL DESCRIPTION BY AND THROUGH ACT #2021-556  
EFFECTIVE NOVEMBER 4, 2021**

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

WHEREAS, pursuant to §17-6-6(a)(1975), as amended, the County Commission of Cullman County, Alabama retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Cullman County, Alabama, and furthermore, any changes determined shall be adopted by resolution; and

WHEREAS, further, pursuant to §17-6-6(b)(1975), as amended, the County Commission of Cullman County, Alabama is authorized to change a precinct only by dividing the precinct into two or more precincts except when in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionments or when it becomes necessary to consolidate all or part of a precinct; and

WHEREAS, further, pursuant to §17-6-4(1975), as amended the County Commission of Cullman County, Alabama, is, further, authorized to designate and select a Voting Place for each Voting Precinct; and

WHEREAS, the County Commission of Cullman, Alabama finds that ACT #2021-556 was passed by the Alabama Legislature, and signed into law by the Governor on November 4, 2021, to provide for the reapportionment and redistricting of the state into districts for the purpose of electing the members of the Alabama House of Representatives until the release of the next federal census; and to repeal and reenact Section 29-1-1.2, Code of Alabama relating to the House Districts and therefore establishing voting precinct districts designating the voting place making it more convenient for voters to vote and facilitate the administration of the election process; and

WHEREAS, Section 29-1-1.2, Code of Alabama, 1975, relating to the existing House Districts, is repealed; and

WHEREAS, Section 29-1-1.2, is added to the Code of Alabama 1975; and

WHEREAS, the boundary descriptions provided by the map shall prevail for counties generated for the map.



NOW THEREFORE, BE IT RESOLVED, the Cullman County Commission, hereby approves the map and legal description set forth by the Alabama Legislature in Exhibit "A" attached hereto, indicating the map and legal description for the Alabama House of Representatives for Cullman County, Alabama.

NOW THEREFORE, BE IT FURTHER RESOLVED, that as required by §17-6-1(1975) through §17-6-9(1975), the County Commission of Cullman County, Alabama, upon adoption, will file, as forwarded via hand delivery, with the office of (Judge of Probate of Cullman County, Alabama, Office of Board of Registrars of Cullman County, Alabama, and via United States Postal Service Certified mail, with the Permanent Legislative Committee on Reapportionment a certified copy of this Resolution together with maps of the applicable areas of the County.

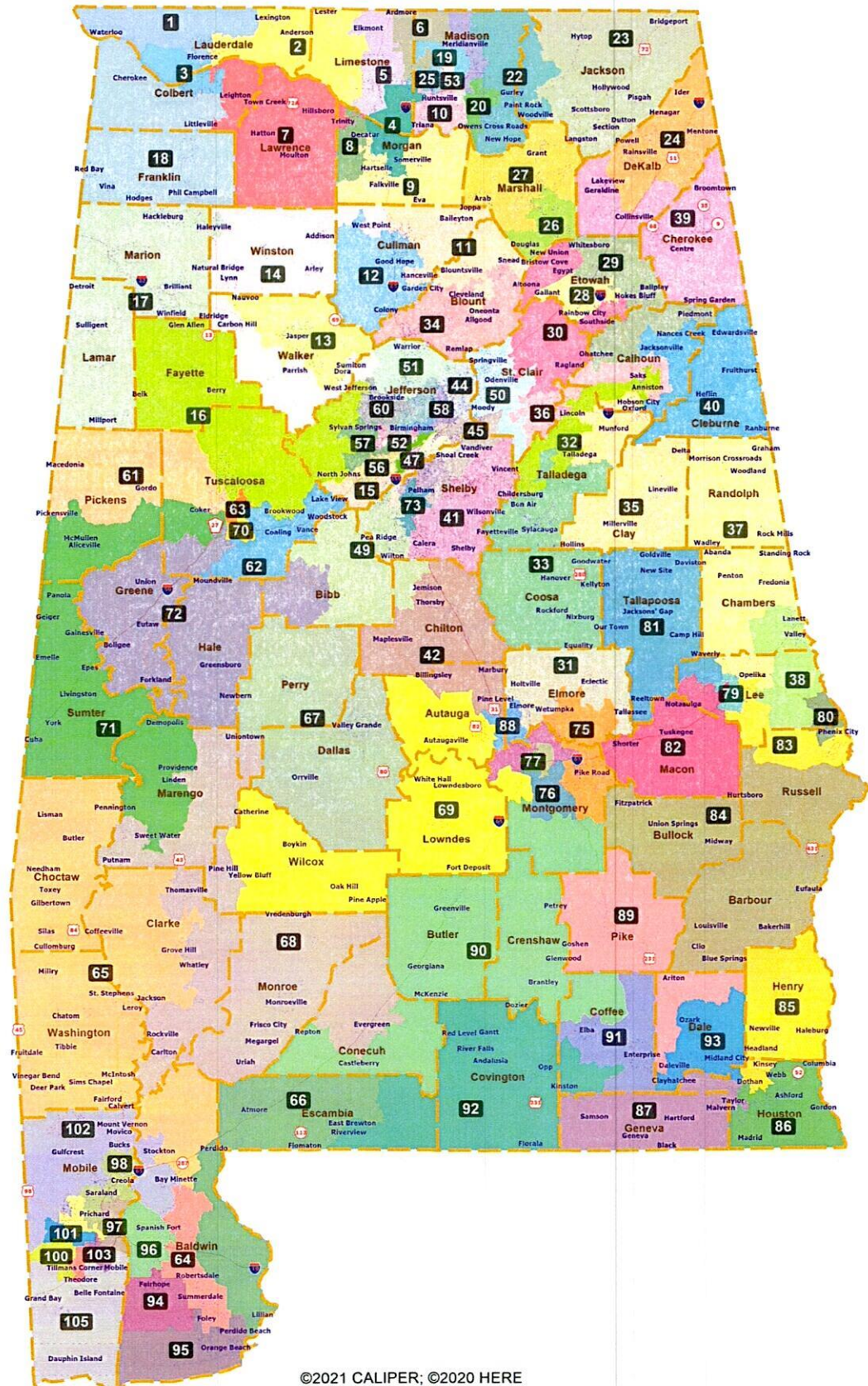
Dated this 25<sup>th</sup> day of January, 2022.

ATTEST:

  
Clerk of Cullman County Commission

  
Jeff Clemons, Chairman  
  
Kerry Watson, Associate Commissioner  
  
Garry Marchman, Associate Commissioner

# 2021 Alabama House Plan





**RESOLUTION NO.: 2022-17**

**A RESOLUTION OF THE CULLMAN COUNTY COMMISSION ESTABLISHING PRECINCTS  
THROUGH THE ADOPTION OF THE ALABAMA STATE SENATE DISTRICT OFFICIAL  
MAP AND LEGAL DESCRIPTION BY AND THROUGH ACT #2021-558 EFFECTIVE  
NOVEMBER 4, 2021**

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

WHEREAS, pursuant to §17-6-6(a)(1975), as amended, the County Commission of Cullman County, Alabama retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Cullman County, Alabama, and furthermore, any change so determined shall be adopted by resolution; and

WHEREAS, further, pursuant to §17-6-6(b)(1975), as amended, the County Commission of Cullman County, Alabama is authorized to change a precinct only by dividing the precinct into two or more precincts except when in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionments or when it becomes necessary to consolidate all or part of a precinct; and

WHEREAS, further, pursuant to §17-6-4(1975), as amended the County Commission of Cullman County, Alabama, is, further, authorized to designate and select a Voting Place for each Voting Precinct; and

WHEREAS, the County Commission of Cullman, Alabama finds that ACT #2021-558 was passed by the Alabama Legislature, and signed into law by the Governor on November 4, 2021, to provide for the reapportionment and redistricting of the state into districts for the purpose of electing the members of the Alabama Senate until the release of the next federal census; and to repeal and reenact Section 29-1-2.3, Code of Alabama 1975, relating to the Senate Districts and therefore establishing voting precinct districts designating the voting place making it more convenient for voters to vote and facilitate the administration of the election process; and

WHEREAS, Section 29-1-2.3, Code of Alabama, 1975, relating to the existing Senate Districts, is repealed; and

WHEREAS, Section 29-1-2.3, is added to the Code of Alabama 1975; and

WHEREAS, the boundary descriptions provided by the map shall prevail for counties generated for the map.




NOW THEREFORE, BE IT RESOLVED, the Cullman County Commission, hereby approves the map and legal description set forth by the Alabama Legislature in Exhibit "A" attached hereto, indicating the map and legal description for the Alabama State Senate districts for Cullman County, Alabama.

NOW THEREFORE, BE IT FURTHER RESOLVED, that as required by §17-6-1(1975) through §17-6-9(1975), the County Commission of Cullman County, Alabama, upon adoption, will file, as forwarded via hand delivery, with the office of Judge of Probate of Cullman County, Alabama, Office of Board of Registrars of Cullman County, Alabama, and via United States Postal Service Certified mail, with the Permanent Legislative Committee on Reapportionment a certified copy of this Resolution together with maps of the applicable areas of the County.

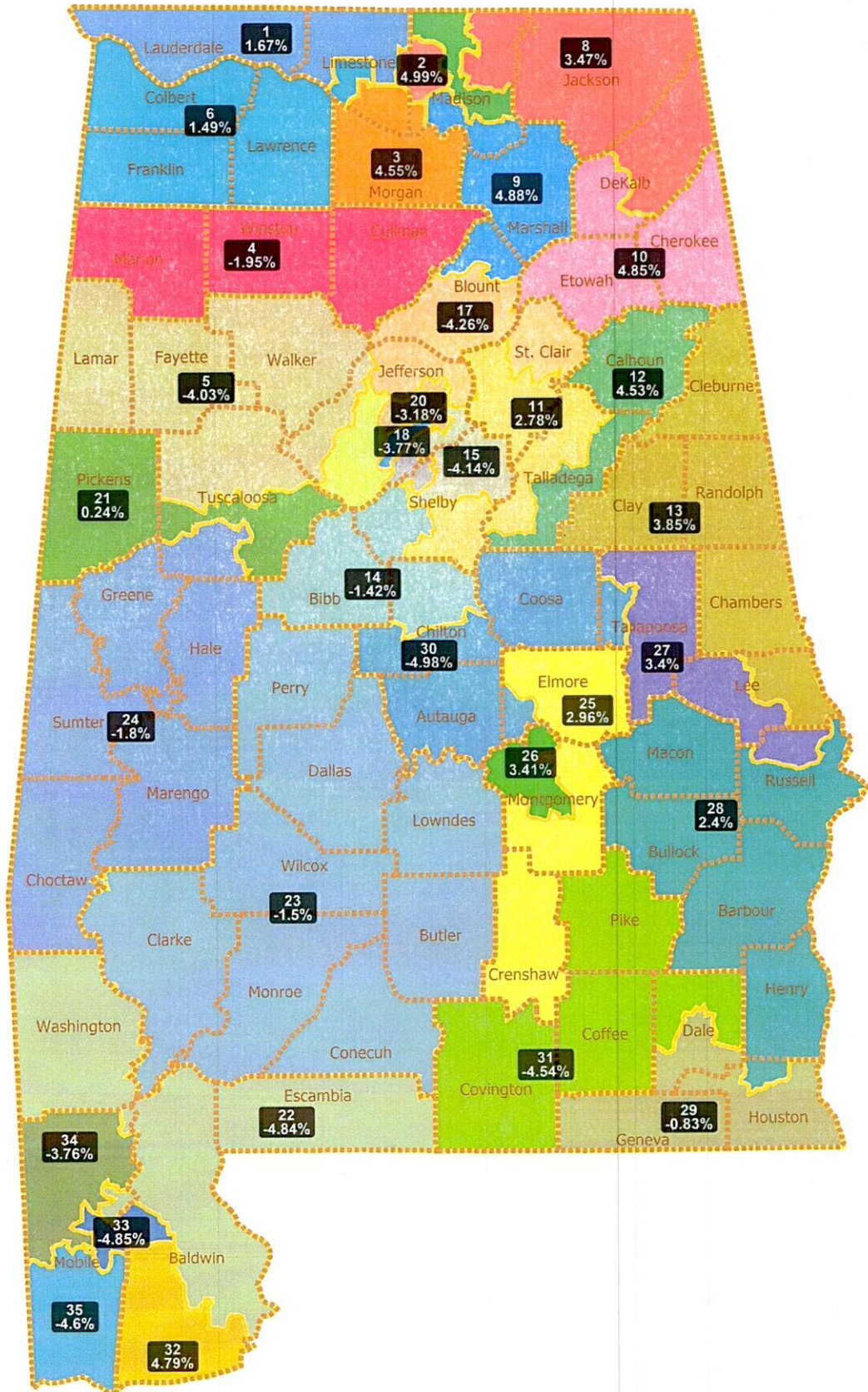
Dated this 25<sup>th</sup> day of January, 2022.

ATTEST:

  
Clerk of Cullman County Commission

  
Jeff Clemons, Chairman  
  
Kerry Watson, Associate Commissioner  
  
Garry Marchman, Associate Commissioner

# McClendon Senate Plan 1





**RESOLUTION NO.: 2022-18**

**A RESOLUTION OF THE CULLMAN COUNTY COMMISSION ESTABLISHING PRECINCTS THROUGH THE ADOPTION OF THE ALABAMA STATE SCHOOL BOARD/STATE BOARD OF EDUCATION DISTRICT OFFICIAL MAP AND LEGAL DESCRIPTION BY AND THROUGH ACT #2021-559 EFFECTIVE NOVEMBER 4, 2021**

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

WHEREAS, pursuant to §17-6-6(a)(1975), as amended, the County Commission of Cullman County, Alabama retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Cullman County, Alabama, and furthermore, any change so determined shall be adopted by resolution; and

WHEREAS, further, pursuant to §17-6-6(b)(1975), as amended, the County Commission of Cullman County, Alabama is authorized to change a precinct only by dividing the precinct into two or more precincts except when in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionments or when it becomes necessary to consolidate all or part of a precinct; and

WHEREAS, further, pursuant to §17-6-4(1975), as amended the County Commission of Cullman County, Alabama, is further authorized to designate and select a Voting Place for each Voting Precinct; and

WHEREAS, the County Commission of Cullman, Alabama finds that ACT #2021-559 was passed by the Alabama Legislature, and signed into law by the Governor on November 4, 2021, to repeal and reenact Section 16-3-1.1, Code of Alabama 1975, to provide for the reapportionment and redistricting of the State Board of Education based on the 2020 federal census therefore establishing voting precinct districts-designating the voting place making it more convenient for voters to vote and facilitate the administration of the election process; and

WHEREAS, Section 16-3-1.1, Code of Alabama, 1975, relating to the existing State Board of Education Districts, is repealed; and

WHEREAS, Section 16-3-1.1, is added to the Code of Alabama 1975; and

WHEREAS, the boundary descriptions provided by the map shall prevail for counties generated for the map.

NOW THEREFORE, BE IT RESOLVED, the Cullman County Commission, hereby approves the map and legal description set forth by the Alabama Legislature in Exhibit "A" attached hereto, indicating

Recorded In ELECT BK 13 PG 683, 02/07/2022 02:56:27 PM  
Tommy Brown, Judge of Probate, Cullman Elections

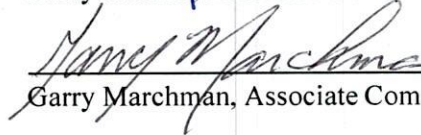
the map and legal description for the Alabama State School Board/State Board of Education for Cullman County, Alabama.

NOW THEREFORE, BE IT FURTHER RESOLVED, that as required by §17-6-1(1975) through §17-6-9(1975), the County Commission of Cullman County, Alabama, upon adoption, will file, as forwarded via hand delivery, with the office of Judge of Probate of Cullman County, Alabama, Office of Board of Registrars of Cullman County, Alabama, and via United States Postal Service Certified mail, with the Permanent Legislative Committee on Reapportionment a certified copy of this Resolution together with maps of the applicable areas of the County.

Dated this 25<sup>th</sup> day of January 2022.

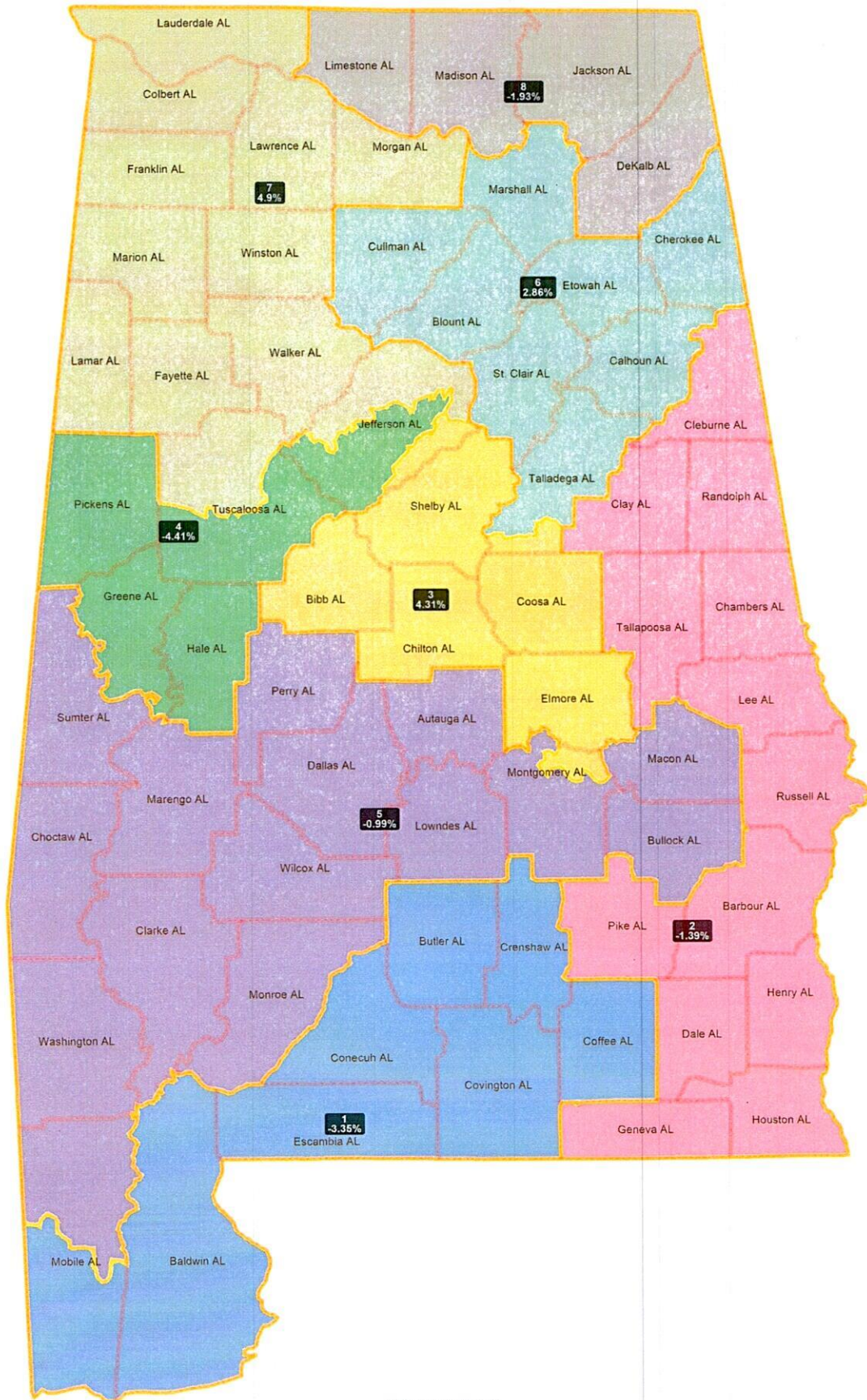
ATTEST:

  
Clerk of Cullman County Commission

  
Jeff Clemons, Chairman  
  
Kerry Watson, Associate Commissioner  
  
Garry Marchman, Associate Commissioner



# McClendon SBOE Plan 1



## RESOLUTION 2022-19

This Resolution is made this 25<sup>th</sup> day of **January, 2022** (the Effective Date)  
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement  
for **Tyson Farms, Inc** (the Company).

WHEREAS, the Company has announced plans for a (check one):

**XX** new project or major addition to their existing facility (the Project),  
located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes,
- X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes; and

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

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

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

WHEREAS, the construction of the project will involve capital investment of **\$187,500,000**; and

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

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

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

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- X** all state and local noneducational ad valorem taxes,



- X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or  
all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(h) of the Act.

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

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

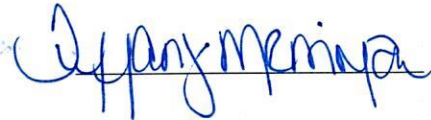
Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the 25<sup>th</sup> day of **January, 2022**.

BY:  L. S.

Its: Chairman

ATTEST:



## Tax Abatement Agreement

This agreement is made this **25<sup>th</sup>** day of **January, 2022**, (the Effective Date)  
by and between the **Cullman County Commission, Alabama** (the Granting Authority),  
and **Tyson Farms, Inc.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **311613**, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):  
**XX** new project or major addition to their existing facility (the Project),  
located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **1<sup>st</sup>** day of **January, 2026**; and

WHEREAS, the Project will be located in the County of **CULLMAN** (check whichever is applicable)

inside the city limits of **THE CITY OF HANCEVILLE**,

inside the police jurisdiction of **THE CITY OF HANCEVILLE**,

**X** outside the city limits and police jurisdiction of the City of **HANCEVILLE**; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

**X** all state and local noneducational ad valorem taxes,

**X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

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



WHEREAS, at its meeting held on the 25<sup>th</sup> day of **January, 2022** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

- all state and local noneducational ad valorem taxes,
  - all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- owned by the entity applying for the abatement,
- leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to

carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

(a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

(b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the Code of Alabama 1975 on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the Code of Alabama 1975 relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

(a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately \$487,500 per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance.

(c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$4,657,875 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_ .

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 187,500,000

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0      Year 1 0      Year 2 0      Year 3 0



(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$0 Year 1 \$0 Year 2 \$0 Year 3 \$0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

### GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

all state and local noneducational ad valorem taxes,

all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Tyson Farms, Inc.  
(the Company)

By: \_\_\_\_\_

Name: Jan Nash

Title: Sr. Director Tax

Date: January 25, 2022

Cullman County Commission  
(the Granting Authority)

By:  \_\_\_\_\_

Name: Jeff Clemmons

Title: Chairman

Date: January 25, 2022



RESOLUTION AND ORDER 2022-20

A RESOLUTION AND ORDER CONFIRMING AND  
RATIFYING THE LEVY OF THE COUNTYWIDE  
SCHOOL SALES TAX IN CULLMAN COUNTY

BE IT RESOLVED AND ORDERED by the Cullman County Commission (herein called "the Commission"), the governing body of Cullman County (herein called "the County"), as follows:

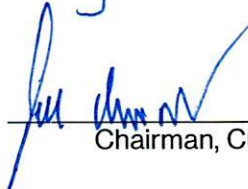
Section 1. Findings. The Commission hereby finds and declares as follows:

(a) that there is levied in the County, pursuant to Section 40-12-4 of the Code of Alabama 1975, as amended, an election held in the County on March 13, 2012, and a resolution of the Commission adopted on March 27, 2012, a special privilege license or excise tax at the basic rate of  $\frac{1}{2}$  of 1% (herein called "the Sales Tax"), the proceeds of which are allocated and apportioned between the various boards of education in the County;

(b) that the Cullman City Board of Education (herein called "the Board") has reported to the Commission that the Board proposes (i) to issue its Special Tax School Warrants, Series 2022-A and Taxable Series 2022-B, in the approximate combined principal amount of \$42,790,000 (herein called "the Warrants"), for the purpose of financing and refinancing the costs of various public school capital improvements within the City of Cullman, and (ii) to pledge, for the payment of the principal of and interest on the Warrants, that portion of the proceeds of the Sales Tax presently being allocated, apportioned and paid to the Board.

Section 2. Pledge. The County hereby pledges, to the Board and to the registered owners of the Warrants, the Board's allocated or apportioned share of the Sales Tax and agrees that it shall continue to levy and provide for the collection of the Sales Tax at rates not less than the rates presently in effect and to pay the Board's share of the Sales Tax over to the Board until the final retirement of the Warrants, now expected to occur on or before March 1, 2051.

ADOPTED this 25 day of January, 2022.

  
\_\_\_\_\_  
Chairman, Cullman County Commission

  
\_\_\_\_\_  
Member, Cullman County Commission

  
\_\_\_\_\_  
Member, Cullman County Commission

**RESOLUTION 2022-22**  
**RESOLUTION FOR TREATMENT OF THE STANDARD ALLOWANCE FOR**  
**REVENUE REPLACEMENT FROM THE COUNTY'S**  
**AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS**

**WHEREAS**, Cullman County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are administered in accordance with state and federal law; and

**WHEREAS**, under the Final Rule published by the United States Department of Treasury ("Treasury") dated January 6, 2022, the County has the option either to elect a standard allowance of \$10,000,000 to be categorized as revenue replacement funds, or to perform calculations of revenue loss as provided in the Final Rule; and

**WHEREAS**, the Final Rule provides that the election is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

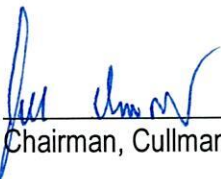
**WHEREAS**, the election must be made in the next Project and Expenditure Report, which is due on January 31, 2022; and

**WHEREAS**, the Cullman County Commission (the "Commission") has determined that it would be appropriate to delegate the determination and election to its Chairman.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

The Chairman of the Commission is hereby authorized to make a determination as to whether or not to utilize the standard allowance for the purposes of calculating revenue loss for the County and shall direct the County's authorized reporting representative for ARPA funds to make a corresponding election in conjunction with the filing of the County's ARPA Project and Expenditure Report on or before January 31, 2022.

**IN WITNESS WHEREOF**, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25 day of January, 2022.

  
\_\_\_\_\_  
Chairman, Cullman County Commission



**CULLMAN COUNTY COMMISSION**  
**RESOLUTION NO: 2022-24**  
**RESOLUTION FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS**  
**FOR VENTILATION PROJECT**

**WHEREAS**, Cullman County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, ARPA funds may be used for ventilation projects designed to mitigate and prevent COVID-19 in public buildings ("eligible COVID-19 ventilation projects"); and

**WHEREAS**, the Cullman County Commission (the "Commission") has identified, with assistance from an independent consultant, an eligible COVID-19 ventilation project at the Cullman County Courthouse; and

**WHEREAS**, the County issued a request for qualifications on December 30, 2021, for architectural and engineering services; and

**WHEREAS**, JMR+H Architecture, PC and Lathan Architects submitted proposals in response to the request for qualifications and were found to be the two most qualified;

**WHEREAS**, based upon the objective criteria in the request for qualifications, JMR+H Architecture was determined to be the most qualified firm to complete the work;

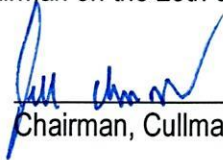
**WHEREAS**, the Commission desires to enter into an agreement with JMR+H Architecture, PC to perform architectural and engineering services for the eligible COVID-19 ventilation project at the Cullman County Courthouse; and

**WHEREAS**, the Commission has determined that the project is a necessary, eligible, and reasonable use of these funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The County may use ARPA funds to cover the cost of the eligible COVID-19 ventilation project at the Cullman County Courthouse; and
- 2) The Commission hereby appoint Shane Bailey as the Project Manager for this project.
- 3) The Commission hereby directs the Project Manager to enter into negotiations with JMR+H Architecture, PC, including the negotiation of a reasonable fee structure. If the Project Manager is not able to reach an agreement with JMR+H Architecture, PC, the Project Manager may terminate negotiations and proceed with negotiations with Lathan Architects.
- 4) The Commission reserves the right to approve the final contract with either firm prior to the obligation or expenditure of any funds.

**IN WITNESS WHEREOF**, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 25th day of January, 2022.

  
\_\_\_\_\_  
Chairman, Cullman County Commission



**Petition to Vacate Portion of County Road 630**

The undersigned individuals, Thomas B. Weems and Julie McCall Weems, also Bethany Ragsdale and Sally Ann Alexander, request that the County Commission of Cullman County, Alabama grant this Petition to Vacate the end portion of County Road 630, as described herein, pursuant to Ala Code §23-4-20 (1975) and states as follows:

- 1. Thomas B. Weems and Julie McCall Weems are the owners of that certain real property to be vacated shown in the attached survey (O’Neal and Associates, Charles O’Neal, surveyed 8 October 2021 and Certified 29 October 2021) and described as follows:

A portion of a County Road dedicated in the Green Tree Estates Subdivision, said plat being recorded in Map Book 6 Page 41 with a portion being vacation and more particularly described as follows: Commencing at an existing ½” Capped Rebar at the Northwest corner of Lot 40 Green Tree Estates Subdivision; Thence run S00°50’34”W a distance of 52.55 feet to a ½” Capped Rebar Set; Thence run S12°32’43”W a distance of 94.06’ feet to a ½” Capped Rebar Set and North Right-of-Way of said County Road; Thence run S82°15’12”E along the Southerly boundary of Lot 40 a distance of 50.05’ feet to an existing ½” Capped Rebar on the Northerly boundary and Northeast corner of Lot 42 Green Tree Estates SD Tract 2; Thence run along the Northerly boundary of Lot 42 N82°15’12”W a distance of 49.32’ feet to a ½” Capped Rebar Set; Thence run N72°31’09”W along the Northern boundary of Lot 42 and a portion of Lot 43 a distance of 68.34’ feet to a ½” Capped Rebar set; Thence run N18°51’15”E a distance of 42.28’ feet to the Point of Beginning therein described parcel containing .1 Acres +/-.

- 2. The portion of land requesting to be vacated is adjacent to Lots 40, 41, and 42, which are located in Deed Book 715 Pg 791; as well as a portion adjacent to the previous Lot 38, which is recorded in Deed Book 718 pg. 181.
- 3. The adjoining landowners are Thomas B. Weems and Julie McCall Weems, currently located at 671 County Road 627, Hanceville, AL 35077, also Bethany Ragsdale and Sally Ann Alexander, of 65 County Road 630, Hanceville, AL 35077.
- 4. No utilities or other entities have equipment located within the property boundary. This vacation would not restrict access to any entity or party of interest. This section requesting to be vacated immediately precedes a previously vacated section of County Road 630 by Resolution 2010-15.

Signed and Dated:

Thomas B Weems  
Thomas B. Weems  
Julie McCall Weems  
Julie McCall Weems

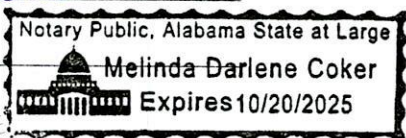
Bethany Ragsdale  
Bethany Ragsdale  
Sally A. Alexander  
Sally Ann Alexander

STATE OF ALABAMA,  
COUNTY OF CULLMAN.

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that , whose names are signed to the foregoing and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10 day of December, 2021.

Melinda Darlene Coker  
Notary Public  
My Commission Expires:





# Petition to Vacate Portion of County Road 630

## Supplemental Amendment

The undersigned individuals, William M. Weems and Donna J. Weems, join a previously-submitted amendment to request that the County Commission of Cullman County, Alabama grant the Petition to Vacate the end portion of County Road 630, as described herein, pursuant to Ala Code §23-4-20 (1975) and states as follows:

1. William M. and Donna J. Weems, located at 667 County Road 627, Hanceville, AL 35077, are adjoining landowners of that certain real property to be vacated shown in the attached survey (O'Neal and Associates, Charles O'Neal, surveyed 8 October 2021 and Certified 29 October 2021) and described as follows:

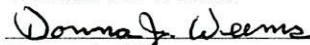
A portion of a County Road dedicated in the Green Tree Estates Subdivision, said plat being recorded in Map Book 6 Page 41 with a portion being vacation and more particularly described as follows: Commencing at an existing ½" Capped Rebar at the Northwest corner of Lot 40 Green Tree Estates Subdivision; Thence run S00°50'34"W a distance of 52.55 feet to a ½" Capped Rebar Set; Thence run S12°32'43"W a distance of 94.06' feet to a ½" Capped Rebar Set and North Right-of-Way of said County Road; Thence run S82°15'12"E along the Southerly boundary of Lot 40 a distance of 50.05' feet to an existing ½" Capped Rebar on the Northerly boundary and Northeast corner of Lot 42 Green Tree Estates SD Tract 2; Thence run along the Northerly boundary of Lot 42 N82°15'12"W a distance of 49.32' feet to a ½" Capped Rebar Set; Thence run N72°31'09"W along the Northern boundary of Lot 42 and a portion of Lot 43 a distance of 68.34' feet to a ½" Capped Rebar set; Thence run N18°51'15"E a distance of 42.28' feet to the Point of Beginning therein described parcel containing .1 Acres +/-.

2. The portion of land requesting to be vacated is adjacent to Lots 40, 41, and 42, which are located in Deed Book 715 Pg 791; as well as a portion adjacent to the previous Lot 38, which is recorded in Deed Book 718 pg. 181.
3. The other adjoining landowners are Thomas B. Weems and Julie McCall Weems, currently located at 671 County Road 627, Hanceville, AL 35077, also Bethany Ragsdale and Sally Ann Alexander, of 65 County Road 630, Hanceville, AL 35077. These petitioners are represented on the previously-submitted petition.
4. No utilities or other entities have equipment located within the property boundary. This vacation would not restrict access to any entity or party of interest. This section requesting to be vacated immediately precedes a previously vacated section of County Road 630 by Resolution 2010-15.

Signed and Dated:



William M. Weems



Donna J. Weems

STATE OF ALABAMA,  
COUNTY OF CULLMAN.

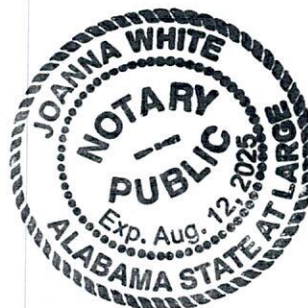
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose names are signed to the foregoing and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20<sup>th</sup> day of 12, 2021.

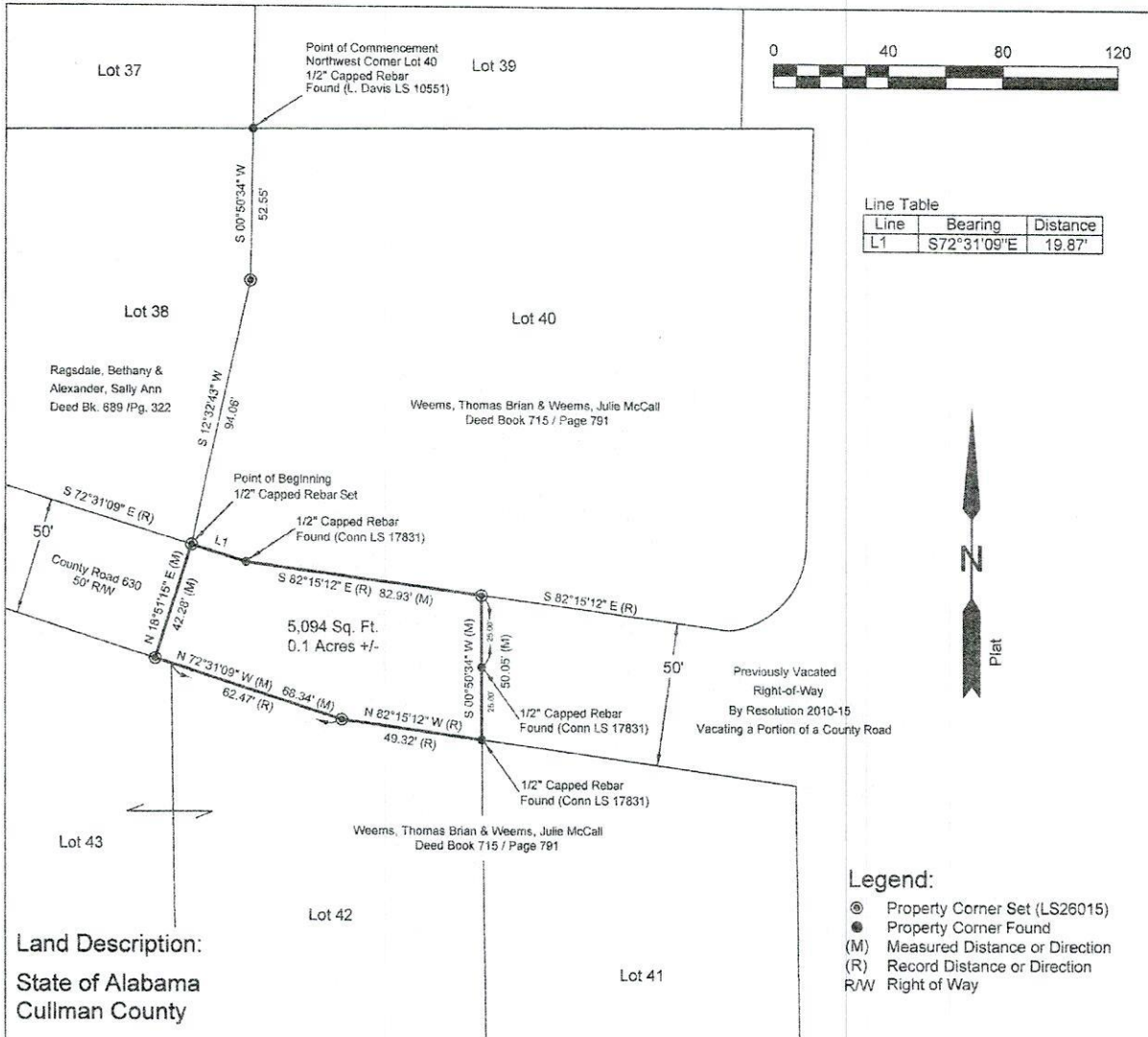


Notary Public

My Commission Expires: 08-12-2025







Line Table

Line	Bearing	Distance
L1	S72°31'09"E	19.87'

**Land Description:**  
**State of Alabama**  
**Cullman County**

A portion of a County Road dedicated in the Green Tree Estates Subdivision, said plat being recorded in Map Book 6 Page 41 with a portion being vacated and more particularly described as follows: Commencing at an existing 1/2" Capped Rebar at the Northwest corner of Lot 40 Green Tree Estates Subdivision; Thence run S00°50'34"W a distance of 52.55' feet to a 1/2" Capped Rebar Set; Thence run S12°32'43"W a distance of 94.06' feet to a 1/2" Capped Rebar Set and North Right-of-Way of County Road 630 and Point of Beginning of herein described Parcel; Thence run S72°31'09"E a distance of 19.87' feet to an existing 1/2" Capped Rebar on the North Right-of-Way of said County Road; Thence run S82°15'12"E along the Southerly boundary of Lot 40 a distance of 82.93' feet to a 1/2" Capped Rebar Set; Thence run S00°50'34"W a distance of 50.05' feet to an existing 1/2" Capped Rebar on the Northerly boundary and Northeast corner of Lot 42 Green Tree Estates SD Tract 2; Thence run along the Northerly boundary of Lot 42 N82°15'12"W a distance of 49.32' feet to a 1/2" Capped Rebar Set; Thence run N72°31'09"W along the Northern boundary of Lot 42 and a portion of Lot 43 a distance of 68.34' feet to a 1/2" Capped Rebar Set; Thence run N18°51'15"E a distance of 42.28' feet to the Point of Beginning of herein described parcel containing .1 Acres +/-.

**Notes:**

1. This survey was performed without the benefit of a title search.
2. No underground utilities were located during the course of this survey unless noted.
3. This survey depicts an area of unused Right-of-Way that the adjacent owner requests be vacated.
4. The subject property lies within FEMA Special Flood Hazard Area (Zone "X") according to FEMA flood insurance rate map # 01043C0220E for Cullman County, Unincorporated Areas effective 5/24/2011. FEMA Zone "X" is defined as an area of minimal flood risk.
5. Bearings based upon Plat recorded in Plat Book 6 Page 41 in the Office of the Judge of Probate Cullman County, Alabama.
6. Survey is not valid without Surveyors Seal and Signature.

**Certification:**

"I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief"

Surveyor's Signature *Charles E. O'Neal*  
 Alabama License Number LS 26015 Date 29 October 2021

**Legend:**

- ⊙ Property Corner Set (LS26015)
- Property Corner Found
- (M) Measured Distance or Direction
- (R) Record Distance or Direction
- R/W Right of Way



Boundary Survey to Define Right-of-Way to be Vacated		
Survey Date: 8 October 2021	O'Neal & Associates Inc. 870 Rivercrest Drive Vincent, Alabama 35178 (205) 500-1749 CA-1128-LS onealandsassociatesinc@outlook.com	
Certification Date: 29 October 2021		
SCALE 1"=40'	SHEET 1 OF 1	Property Address: End of CR 630 Adjacent to 65 CR 630 Hanceville, Alabama 35077



Date of Proposal: December 28, 2021  
 Proposed Insured: Cullman County Commission  
 City, State: Cullman, Alabama  
 Facilities Include: Cullman County Jail  
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent  
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.  
 Policy Form: Blanket Accident Medical  
 Effective Date: February 1, 2022  
 Number of Inmates: 202

Specific Coverage:	Option 1
Per Inmate Deductible:	\$10,000
Per Inmate Coverage Limit:	\$300,000 (In Excess of Deductible)
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	\$29.97
<b>Covered Expenses:</b>	<b>Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:</b>
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	Lesser of the Amount Paid or 150% of Medicare
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay
<b>Benefits/Exclusions:</b>	
Prior-to-Booking/In-Pursuit:	Included in Per Inmate Coverage Limit to a Max of \$250,000
Security & Guarding:	Excluded
HIV/AIDS:	Included
Pregnancy:	Included (Inmate only)
Dental:	Excluded
Specialty Drugs:	Excluded
Substance Abuse:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage
Mental and Nervous Disorders:	
<b>Total Premium:</b>	<b>\$72,647.28</b>

**Terms and Conditions**

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:
 

<b>From:</b>	<b>To:</b>
Claims Incurred: February 1, 2022	January 31, 2023
Claims Reported: February 1, 2022	July 31, 2023
Claims Submitted: February 1, 2022	July 31, 2023
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by January 31, 2022, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Printed Name: Jeff "Clem" Clemons Title: Chairman Date: 1/25/22  
 Signature: [Handwritten Signature]



**Catastrophic Inmate Medical Insurance** Administered by Hunt Insurance Group, LLC

2075 Center Pointe Blvd, Ste. 101, Tallahassee, FL 32308 ☎ Toll Free: (800) 763-4868 ☎ huntbenefits@huntins.com ☎ www.inmatemedicalinsurance.com

© 2021 Hunt Insurance Group LLC. The precise coverage afforded is subject to the terms, conditions and exclusions of the actual policies as issued by the insurance company. This document and all its contents are CONFIDENTIAL and PROPRIETARY and cannot be replaced, disclosed or duplicated to any third party without the prior, written consent of Hunt Insurance Group, LLC.



**Sirius America Insurance  
Company**  
140 Broadway  
New York, NY 10005

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**APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE**

**Part I Proposed Policyholder**

**a. Full Legal Name of Proposed Policyholder**

Cullman County Commission

**b. Address**

500 2nd Avenue SW, Cullman, Alabama 35055

- c. Proposed Policyholder is**  **A correctional facility or authority of a state, county or municipality, or**  **a management company providing health services to inmates**

- d. Requested Effective Date** February 1, 2022

*Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.*

- e. Who will be insured?** *Please check each category that applies*

- 1. Eligible Persons during Pursuit**
- 2. Eligible Persons in Custody of a correctional facility of a state, county or municipality**
- 3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality**

**Part II Plan of Insurance and Premium Calculation**

**a. Plan of Benefits**

- 1. Maximum Benefit per Covered Inmate Per Policy Year** \$ 300,000
- 2. Maximum Benefit for injuries sustained during Pursuit** \$ Included Above to a Max of \$250,000
- 3. Policy Aggregate Maximum per Policy Year** \$ 1,000,000
- 4. Deductible Per Covered Inmate Per Policy Year** \$ 10,000

**b. Premium Calculation**

- 1. Rate Per Covered Inmate per month** \$ 29.97
- 2. Number of Covered Inmates on the Policy Effective Date** 202
- 3. Initial Premium** \$ 72,647.28

SEM-16-5000AL

**Part III Acknowledgements and Signatures**

- a. **Fraud Warning** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof
  
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at 7:00 p.m. on the 25<sup>th</sup> day of January, 2022

[Signature]  
Signed for the **Proposed Policyholder**

[Signature: Dan Lancaster]  
Signed by **Licensed Agent**

Title Chairman

Agent License Number 3000741676





10400 Highway 80 East  
Montgomery, AL 36117

Post Office Box 242608  
Montgomery, AL 36124

1-334-215-8600 1-800-239-3353 FAX 1-334-215-8532

Cullman County Alabama

01/14/2021

Attn: Brian Cheatwood

Brian,  
Here is the 110 HP tractor Option. This tractor will come set up with weights and the wheels widened for right of way mowing. The tractor also comes with a 5 year/2000 hour warranty. Thank you for the opportunity to provide this quote.

**TRACTOR-** State of Alabama Tractor Contract MA T222 Tractors  
Line 25 CC02089 Massey Model 5711 percent off list 28.7%  
List price of tractor \$89,054.00 less 28.7% discount of \$25,558.50  
**UNIT PRICE OF TRACTOR: \$63,495.50**

**Total For Two Units: \$126,991.00**

A handwritten signature in black ink, appearing to read 'Stephen Spooner', is written over a horizontal line.

Stephen Spooner  
Coblentz Equipment  
10400 US Hwy 80 East  
Montgomery, AL. 36117  
Cell-334-430-8649



# Land Pride Wholegoods Quote

Submission #	
Date Prep:	1/11/2022

This Worksheet is prepared by LAND PRIDE and given to authorized Land Pride Dealers. For official Land Pride quote purposes only.

Buying Agency:	Cullman County Comission	Contractor:	Land Pride c/o
Contact Person:	Jon Brunner	Contact:	Lucian Newman
Phone:	256-531-6200	Phone:	256-338-0446
Fax:		Fax:	
Email:	brunner@co.cullman.al.us	Email:	lnewman@dixiekubota.com

Product Code:	RC5710	Description:	10' Heavy Duty Rotary Cutter
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**Base Price:** \$16,170.00

**B. Publiised Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable.** Note: (Published Options are options which were submitted and priced in Contractors' bid.)

Description	Cost	Description	Cost
21" Laminate, 6 Tires	\$1,036.00	Bar-tite Hitch	\$ 384
HD Single Suspension Center Axle	\$2,023.00	HD Blade Bar and Dishpans	\$ 211
HD Wing Axles	\$606.00		
540 CV Main, Cat 5 Wings	\$1,848.00		
Double Chains - Front & Rear	\$546.00		
Deck Armor	\$568.00		
Single-acting Fold Cylinders (3") (1 hose)	\$362.00		
		<b>Subtotal from additional sheet(s):</b>	
		<b>Subtotal B:</b>	\$7,584.00

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary** (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal from additional sheet(s):</b>	
		<b>Subtotal C:</b>	\$0.00

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered :	2	X	Subtotal of A+B+C :	23,754	=	Subtotal D:	\$47,508.00
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**E. Other Charges, Trade Ins, Allowances, Discounts, Etc.**

Description	Cost	Description	Cost
11% Steel Surcharge	\$5,225.88		
Set-up	\$700.00		
Delivery	\$0.00		
Trade In:	\$0.00		
		<b>Subtotal E:</b>	\$ 5,925.88
		<b>Gov't Bid Discount :</b>	32.00%
		<b>Discount Total :</b>	\$ 15,202.56

**Estimated Delivery Date :** Oct-22      **F. Total Dealer Net (D+E) :** \$ 38,231.32



**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type  
 90 HP. TRACTOR  
 TRACTOR, PTO 90 HP. PER SPECIFICATION 020E01  
  
 28.7% OFF MSRP  
  
 MAKE: Massey Ferguson  
  
 MODEL: MF5711

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type  
 90 HP. TRACTOR OPTIONS  
 90 HP. OPTIONAL EQUIPMENT NOT OTHERWISE LISTED.  
  
 28.7% OFF MSRP

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type  
 95 HP. TRACTOR  
 TRACTOR, PTO 95 HP. PER SPECIFICATION 020E01  
  
 30.7% OFF MSRP  
  
 MAKE: Massey Ferguson  
  
 MODEL: MF6712

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type  
 95 HP. TRACTOR OPTIONS  
 95 HP. OPTIONAL EQUIPMENT NOT OTHERWISE LISTED.  
  
 30.7% OFF MSRP

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type  
 100 HP. TRACTOR  
 TRACTOR, PTO 100 HP. PER SPECIFICATION 020E01  
  
 30.07% OFF MSRP  
  
 MAKE: Massey Ferguson  
  
 MODEL: MF6713

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0		\$0.000000	\$0.00			\$0.00	\$0.00

02089 - Tractors, Farm, Wheel Type  
 100 HP. TRACTOR OPTIONS  
 100 HP. OPTIONAL EQUIPMENT NOT OTHERWISE LISTED.  
  
 30.07% OFF MSRP

Sponsored By



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
LIABILITY COVERAGE  
DECLARATIONS**

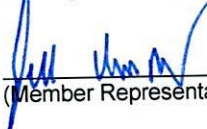
Named Covered Person: Cullman County Commission Participation Agreement #: 0040-0075

**FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE DOCUMENT AT ITS INCEPTION:**

<u>Number</u>	<u>Title</u>	<u>Cost</u>
<u>34</u>	Cullman: Rural Area Transportation System (CARTS)	\$500.00
<u>41</u>	Alabama Disaster Mortuary Team Vehicle (AMORT )	\$0.00
<u>74b</u>	Contractual Employees as Covered Person	\$0.00
<u>93</u>	Equitable Defense-Tax Appeal	\$0.00
<u>100</u>	In House Counsel as Covered Person	\$0.00
<u>95</u>	Drones	\$1,500.00
<u>104</u>	Privacy or Security Event Liability and Expense Coverage Endorsement	\$0.00

**ANNUAL CONTRIBUTION (including endorsement costs): \$429,809.06**

These Declarations, together with the Participation Agreement and the Liability Coverage Document and Endorsements, if any, issued to form a part thereof, complete the coverage afforded by participation in the ACCA Liability Self-Insurance Fund. See Coverage Document for definitions of occurrence, offense, accident, error or omission, employment-related practice, cyber security event and defense expenses.

  
\_\_\_\_\_  
(Member Representative – Signature)

Chairman  
\_\_\_\_\_  
(Member Representative – Title)

1/25/22  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Fund Administrator)

January 1, 2022  
\_\_\_\_\_  
(Date)



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 34

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ADDITIONAL ENDORSEMENT  
ENDORSEMENT FOR CULLMAN AREA RURAL TRANSPORTATION SYSTEM**

In consideration for an additional premium, this Coverage Document and the Declarations Page is amended to provide coverage under the Automobile Liability Coverage Section for public transportation vehicles which previously have been separately insured and underwritten. The Coverage Document at Part II – Automobile Liability Coverage, Section C – Special Definitions Paragraph 3, is amended to add the following language:

A covered auto includes public transportation vehicles operated by the Cullman Area Rural Transportation System (CARTS) and owned by the Cullman County Commission for use in public transportation.

The Declarations Page is amended to reflect that covered autos used for public transportation by CARTS are subject to a \$500 deductible per accident.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



\_\_\_\_\_  
(Fund Representative)

1/1/2022

(Date)

**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 41

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ADDITIONAL ENDORSEMENT**

- I. For the purposes of General Liability Coverage, General Provisions, Section C – Persons Covered under This Document, paragraph 1, is hereby amended to add the following restriction:

The term "employee" does not include any volunteer worker engaged in any mortician or forensic activities.

- II. For purposes of providing Automobile Liability Coverage for the Alabama Disaster Mortuary Team (AMORT) vehicle owned by the Cullman County Commission, the Coverage Document is hereby amended and modified as follows:

- A. In the General Provisions, Section C – Persons Covered Under This Coverage Document, paragraph 4 is hereby amended to add the following restriction to the term "covered persons":

- d. For purposes of the use of the Alabama Disaster mortuary Team (AMORT) vehicle, only individuals specifically designated by the Cullman County Commission are considered covered persons when using the AMORT vehicle.

- B. In Part II – Automobile Liability Coverage, Section C – Special Definitions, paragraph 4 is hereby amended to add the following to the definition of "covered auto":

"Covered auto" also includes the Alabama Disaster Mortuary Team (AMORT) vehicle owned by the Cullman County Commission through a grant furnished through the Alabama Department of Homeland Security while it is used for the purpose of addressing mortuary needs presented during mass fatality incidents due to natural or man-made disasters in conjunction with the AMORT mutual assistance team.

- C. In Part II – Automobile Liability Coverage, Section B – Exclusions, exclusions numbered 5, 6, and 8 are hereby amended and modified to add the following language.

5. In Exclusion No. 5, "Handling of Property": In addition to the common definition of "property," the term "property" also includes the bodies of persons deceased or believe to be deceased.
6. In Exclusion No. 6, "Movement of Property by Mechanical Device": In addition to the common definition of "property," the term "property" also includes the bodies of persons deceased or believed to be deceased. In Exclusion No. 8, "Completed Operations": In this exclusion, "your work" also means work or operations performed in, on, or around the AMORT vehicle (including mortuary and forensic work), and work for which the AMORT vehicle was designed.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



\_\_\_\_\_  
(Fund Representative)

1/1/2022

(Date)



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 74B

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ENDORSEMENT**

The Coverage Document, General Provisions, Section C, Persons Covered Under this Document, is hereby amended for purposes of the General Liability Coverage, Errors and Omissions Coverage, Employment Practices Liability Coverage, Employee Benefits Administration Liability Coverage and Equitable Defense Coverage, to include within the definition of a Covered Person in Paragraph 1.b. the following:

The term "employee" includes the following persons acting within the line and scope of their duties for and employment with the County pursuant to a contractual agreement with the County: Director of Economic Development, Safety Director, Director of CARTS, Road Superintendent, Director of Sales Tax, Director of Sanitation, Director of Juvenile Detention, County Clerk, Human Resources Manager, County Administrator, and General Manager – Water.

Coverage afforded by this Endorsement is subject to the Limits of Coverage stated in the Declarations.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



\_\_\_\_\_  
(Fund Representative)

1/1/2022

(Date)

**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
TAX APPEAL ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 93

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ENDORSEMENT**

In order to provide a more uniform defense to tax appeals, the Liability Fund Coverage Document, Part VIII – Equitable Defense Coverage, Section A – Coverage, Paragraphs 1 and 5 are hereby amended as follows:

1. This coverage part provides only a defense of claims or suits of an equitable nature against the covered person. The Fund agrees to provide a defense to any claim of an equitable nature seeking declaratory and/or injunctive relief only. Pursuant to Ala. Code § 40-3-26, this coverage part also provides a defense of tax appeals of appeals filed by a taxpayer pursuant to Ala. Code § 40-3-24. We will defend without liability for payment of any monetary amounts, including tax refund, interest, costs and attorney's fees, which may be awarded by a court.
  
5. The coverage provided in this part is a defense only coverage, with no coverage for damages, tax refunds or any other type of monetary award. The Fund only has a duty to defend and does not have a duty to pay any claim for equitable relief, tax refund, damages or any other monetary award, or any fines, penalties, sanctions, interest, cost or attorney's fees which may be awarded by any court against the covered person.

The covered person for purposes of this Tax Appeal Endorsement only will be any necessary Appellee to the tax appeal filed pursuant to Ala. Code § 40-3-24 whether the tax official, board of equalization or State is named as the Appellee. The defense expenses of the defense counsel retained by the Fund pursuant to Ala. Code § 40-3-26 will be billed by the Fund to the tax official on a quarterly basis. Pursuant to Ala. Code § 40-3-26, as amended, these expenses are payable through the reappraisal budget. Payment will be due on receipt and deemed late after thirty (30) days.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



\_\_\_\_\_  
(Fund Representative)

1/1/2022

(Date)



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 95

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ENDORSEMENT**

This Endorsement modifies coverage provided in the Liability Coverage Document under Part I – General Liability Coverage and Part III – Law Enforcement Liability Coverage by removing the exclusions for aircraft solely as it relates to liability resulting from the use of scheduled **Unmanned Aircraft** and subject to the terms, conditions and exclusions of this Endorsement.

**SCHEDULE**

Description of Unmanned Aircraft			Registration No.	Serial No.
Make and Model	Year Built	Weight (lbs)		
DJI Phantom 4 Plus-WM331A	2017	1.03	None	2016AP6314

1. Subject to the terms, conditions, exclusions and limits of coverage of the Coverage Document, and the terms, conditions and exclusions of this Endorsement, the Coverage Document is amended to modify Part I – General Liability, Section A – Coverages, 2. Exclusions, paragraph c. and Part III – Law Enforcement Liability, Section B – Exclusions, paragraph 1. such that these exclusions do not apply to **Unmanned Aircraft** with respect to the liability of a covered person for bodily injury, personal injury or property damage caused by an occurrence and arising out of the ownership, maintenance or use of the **Unmanned Aircraft**.
  
2. Coverage is provided under this Endorsement only if all of the following conditions are met:
  - A. Ownership, maintenance and use of the **Unmanned Aircraft** complies with all applicable laws, regulations, requirements and guidelines of the **Federal Aviation Administration** and any other regulatory authority, including but not limited to laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the **Unmanned Aircraft**; training, certification and medical condition of the **Unmanned Aircraft** operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation;

**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
ENDORSEMENT**

maximum speed and altitude of flight; maximum weight of the **Unmanned Aircraft** (including everything on board); airworthiness, inspection and maintenance of the **Unmanned Aircraft** and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the **Unmanned Aircraft**; and preflight familiarization, inspection and actions.

- A. Maintenance and use of the **Unmanned Aircraft** is conducted within the scope of use approved in writing by the named covered person and in accordance with any requirements or guidelines established by the named covered person.
3. In addition to the General Exclusions and exclusions contained within Part I – General Liability Coverage and Part III – Law Enforcement Liability Coverage, coverage under this Endorsement does not apply to:
- A. Claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the **Unmanned Aircraft** (including any attempt at such seizure or control) by any person, including but not limited to claims arising while the **Unmanned Aircraft** is outside the control of the covered person by reason of such hijacking, unlawful seizure or wrongful exercise of control. The **Unmanned Aircraft** shall be deemed to have been restored to the control of the covered person on the safe return of the **Unmanned Aircraft** to the covered person at an airfield or off-airport location within the coverage territory that is entirely suitable for the operation of the **Unmanned Aircraft** (such safe return shall require that the **Unmanned Aircraft** be parked with engines shut down and under no duress).
- B. Claims against a covered person for invasion of privacy.
4. The following definitions apply to this Endorsement:
- A. **Federal Aviation Administration** means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
- B. **Unmanned Aircraft** means the aircraft described in the Schedule for this Endorsement. An unmanned aircraft can be flown without the possibility of direct human intervention from within or on the aircraft.

Other terms in this Endorsement for named covered person, covered person, coverage territory, occurrence, bodily injury, personal injury and property damage have the same meaning as the meaning assigned to them in the body of the Coverage Document.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



\_\_\_\_\_  
(Fund Representative)

1/1/2022  
\_\_\_\_\_  
(Date)



**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC.  
ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 100

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ENDORSEMENT**

The Coverage Document, General Provisions, Section C, Persons Covered Under this Document, is hereby amended for purposes of the General Provisions, General Liability Coverage, Errors and Omissions Liability Coverage, Employment Practices Liability Coverage, Employee Benefits Administration Liability Coverage and Equitable Defense Coverage, to include within the definition of a Covered Person in Paragraph 1.b. the following:

The in-house County Attorney is included within the term "employee" even if working under a contractual agreement with the County.

Further, under Part I – General Liability Coverage, Coverage B – Personal And Advertising Injury Liability 2. Exclusions, c. Professional Services, is hereby amended to add the following:

This exclusion does not apply to professional legal services provided by the in-house County Attorney.

This coverage is conditioned on the in-house County Attorney not engaging in the private practice of law. Coverage afforded by this Endorsement only applies to legal services performed on behalf of Cullman County and is subject to the Limits of Coverage stated in the Declarations.

Name of In-House County Attorney: Emily Johnston

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



\_\_\_\_\_  
(Fund Representative)

1/1/2022

(Date)

**ENDORSEMENT**

Date Issued: 1/1/2022

Endorsement No. 104

Participation Agreement No. 0040-0075

Effective Date: 1/1/2022

**THIS COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ENDORSEMENT**

The Liability Coverage Document is hereby amended to modify coverage for Part VII – Privacy or Security Event Liability and Expense Coverage as follows:

GENERAL PROVISIONS, SECTION D – LIMITS OF COVERAGE, paragraph 18 – LIMITS OF COVERAGE FOR PART VII – PRIVACY OR SECURITY EVENT LIABILITY is amended to add the following language:

These limits are subject to a Separate Annual Aggregate applicable to Part VII – Privacy or Security Event Liability or Expense Coverage as shown in the Declarations. This Separate Annual Aggregate Limit is further subject to the General Annual Aggregate as shown in the Declarations.

PART VII – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE, SECTION A – COVERAGE, (1), (2) and (3) are amended as follows:

- (1) The privacy or security event or cyber extortion threat commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the coverage period;
- (2) A claim for covered damages or expenses because of the privacy or security event is first made against the covered person during the coverage period or any Extended Reporting Period; and
- (3) The covered person gives written notice to us in accordance with the provisions for COVERAGE ON CLAIMS-MADE BASIS (General Provisions, Section E, Paragraph 2).

PART VII – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE, SECTION A – COVERAGE, paragraph 3 – REGULATORY PROCEEDINGS AND PENALTIES is amended as follows:

**3. REGULATORY PROCEEDINGS AND PENALTIES**

We will pay for regulatory penalties the covered person becomes legally obligated to pay as a result of a regulatory proceeding resulting from a privacy or security event if notice of the regulatory proceeding is received by the covered person prior to the end of the coverage period or any Extended Reporting Period. We will have the right and duty to defend the covered person against any regulatory proceeding to which this coverage applies. We may at our discretion investigate any privacy or security event and settle any claim that may result.

PART VII – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE, SECTION B – EXCLUSIONS, Exclusion 10 is amended to add the following:

- e. Any actual or alleged violation of the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair Credit Transactions Act (FACTA).

PART VII – PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE, SECTION C – SPECIAL DEFINITIONS is amended to add the following definitions:

18. "Electronic Equipment and Electronic Data Damage" means amounts payable by the Pool under Section A.5.
19. "Network Interruption Costs" means amounts payable by the Pool under Section A.6.
20. "Period of Indemnity" means the period of time beginning after the waiting hours period and ending at the earlier of:



- a. In the case of a computer system operated by and either owned by or leased to the named covered person, the time the named covered person restores the computer system to the same or similar conditions that existed prior to the time of the material interruption (or could have restored access to the computer system if the named covered person exercised due diligence and dispatch); or
- b. In the case of a computer system operated by a third-party service provider, the time the service provider restores the computer system to the same or similar conditions that existed prior to the time of the material interruption (or could have restored access to the computer system if the service provider exercised due diligence and dispatch).

The Period of Indemnity shall not be cut short by the end of the coverage period.

ALL OTHER TERMS AND CONDITIONS STATED IN THE COVERAGE DOCUMENT REMAIN THE SAME.



\_\_\_\_\_  
(Fund Administrator)

1/1/2022

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

## Land and Water Conservation Fund (LWCF) and Recreational Trails Program (RTP) Contract Agreement Special Provisions

1. The facility to be designed will comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17).
2. The completion of the work will be in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The contractor will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
4. The contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
5. The contractor will comply with Executive Orders 11625, 12138, and 12432, Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as follows, in accordance with 43 CFR 12.76:
  - (a) Include qualified MBEs/WBEs on solicitation lists.
  - (b) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
  - (c) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
6. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
7. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing this Construction Contract, the contractor certifies that it will comply with debarment and suspension provisions appearing below.
8. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.



**9. Retention and Custodial Requirements for Records**

(a) Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

(b) The retention period starts from the date of the final expenditure report for the project or the consolidated project element.

(c) The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

**10. Lobbying with Appropriated Funds**

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

*(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the-entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*

*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.*

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

**11. Provision of a Drug-Free Workplace**

*The undersigned certifies that it will or continue to provide a drug free workplace by:*

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs;  
and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:
- (c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

## **12. Civil Rights Assurance**

The undersigned certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination.



*These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE UNDERSIGNED HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.*

*THIS ASSURANCE shall apply to all aspects of the contractor's operations including those parts that have not received or benefited from Federal financial assistance.*

*If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Department, this assurance shall obligate the undersigned, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the undersigned for the period during which the Federal financial assistance is extended to it by the Department.*

*THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the undersigned by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.*

*The undersigned recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the contractor.*

**FEDERAL CITATIONS FOR CIVIL RIGHTS REQUIREMENTS:**

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 43 CFR 17, SUBPART A**
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, 43 CFR 17, SUBPART B**
- C. NON-DESCRIMINATION ON THE BASIS OF AGE, 43 CFR 17, SUBPART C**
- D. ADA TITLE II, 28 CFR 35**
- E. ADA ACCESSIBILITY GUIDELINES, 28 CFR 36**
- F. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, 43 CFR 41**
- G. LIMITED ENGLISH PROFICIENCY (E.O. 13166), 28 CFR 42.104(b)(2)**

### **13. Debarment and Suspension**

#### **Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- (1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*
  - (a) *Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;*
  - (b) *Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of record,, making false statement, or receiving stolen property;*
  - (c) *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and*
  - (d) *Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.*
- (2) *Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

- (1) *The prospective lower tier participant certifies by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (2) *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

14. The contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Office of Federal Contract Compliance Programs (OFCCP) of the Department of Labor regulations (41 CFR chapter 60-4). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)



- 15.** The contractor will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
  
- 16.** The contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
  
- 17.** The contractor will comply with all standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871)

## CERTIFICATE OF NON-SEGREGATED FACILITIES

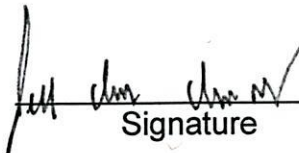
The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

### NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Jeff "Clem" Clemons Name and Title of  
Signer  
(Please Print)

  
Signature

1/25/22  
Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



**RECREATIONAL TRAILS PROGRAM (RTP)  
CULLMAN COUNTY  
CONTRACT OF PROFESSIONAL SERVICES  
PROJECT: 21-RT-55-01**

**PART 1 - AGREEMENT**

This Contract for professional services is by and between the Cullman County, State of Alabama (hereinafter called the "Grantee"), acting herein by Jeff Clemons, Cullman County Commission, Chairman, hereunto duly authorized, and North Central Alabama Regional Council of Governments (NARCOG), organized under the laws of the State of Alabama (hereinafter called the "Commission"), acting herein by Robby Cantrell, Executive Director, hereunto duly authorized;

**WITNESSED THAT:**

**WHEREAS**, the Cullman County has entered into an agreement with the Recreational Trails Program (RTP) for the implementation of a bridges replacement and trail rehabilitation project; and

**WHEREAS**, the Cullman County desires to engage the Commission to render certain technical assistance services in connection with its bridges replacement and trail rehabilitation project

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

**1. Employment of Commission**

The Cullman County hereby agrees to engage the Commission and the Commission hereby agrees to perform the following Scope of Service:

**2. Scope of Services**

The Commission shall, in a satisfactory and proper manner, perform the following services as they apply to the project:

A. Prepare or obtain all records/materials necessary to satisfy the Environmental Review Record. Responsibilities include making a recommendation to the Grantee as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also, documentation will be included of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.

B. Establish project files in the Grantee's office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the Grantee's files.

C. Coordinate with the Government the Request for Payments to ensure consistency with the State Accounting procedures established for the RTP program.

D. Assist the Grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.), if applicable.

- F. Secure the applicable wage decision from the State and provide it to the engineer for inclusion in the bid specifications.
- I. Obtain determination of eligibility from the State for all parties providing contracted services.
- G. Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- H. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- I. Make progress inspections and certify partial payment requests.
- J. Issue a final certificate of payment.
- K. Prepare closeout documents to include Program Completion Reports and Final Wage Compliance Report.
- L. Provide other assistance to the Grantee as needed and appropriate.

Services in each of the above work areas shall be performed under and at the direction of the Planning Director or his/her designated representative.

3. The Grantee will be responsible for any legal fees necessary in certifying bid documents as well as all bookkeeping activities and the required audit(s).

4. Time of Performance

The service of the Commission shall commence upon grant approval by the RIP and State of Alabama. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The Commission's services shall terminate upon final close out approval of the project by the Recreational Trails Program (RTP).

5. Access to Information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Commission by the Grantee and its agencies. No charge will be made to the Commission for such information, and the Grantee and will cooperate with the Commission in every way possible to facilitate the performance of the work described in this Contract.

6. Compensation and Method of Payment

For services rendered under this Agreement, the Grantee agrees to pay the Commission for all costs, both direct and indirect, attributable to the services rendered (as described in item 2 of this Agreement). Such payment shall be due upon presentation of written statements certifying such amounts as are due and payable. *The total amount to be paid under this section for services shall be \$30,502.64 (flat fee or cost reimbursable/not to exceed).*

7. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the Grantee, the Commission may retain reproducible copies of drawings and other documents.

8. Professional Liability

The Commission shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this Contract.



**9. Indemnification**

The Commission shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Commission, and shall exonerate, indemnify and hold harmless the Grantee, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, Commission shall exonerate, indemnify and hold harmless the Grantee with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Commission. This shall not be construed as a limitation of the Commission's liability under the Contract or as otherwise provided by law.

**10. Terms and Conditions**

This Contract is subject to the provisions titled, "Part II--Terms and Conditions," attached hereto and incorporated by reference herein.

**11. Address of Notices and Communications**

Dietrich Schaefer, Project Manager  
North Central Alabama Regional Council of Governments  
P. O. Box C  
Decatur, AL 35602  
Phone: (256) 355-4515, Fax (256) 351-1380

Jeff Clemons, Chairman  
Cullman County Commission  
500 2<sup>nd</sup> Avenue SW, Room 105  
Cullman, AL 35055  
Phone: (256) 775-4878

**12. Captions**

Each paragraph of this Contract has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

**13. Authorization**

This contract is authorized by the Cullman County on this 25 day of January, 2022 with NARCOG, a non-profit agency not subject to competitive procurement under the State of Alabama RTP Program.

By: Jeff Clemons  
Chairman  
Cullman County Commission

By: Robby Cantrell  
Robby Cantrell  
Executive Director, NR1POG

Date: 1/25/22

Date: 1/26/22

ATTEST:

Joy King Merriman

ATTEST:

[Signature]

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - TERMS AND CONDITIONS

#### 1. Termination of Contract for Cause

If, through any cause, the Commission shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Commission shall violate any of the covenants, agreements or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Commission of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this Contract shall, at the option of the Town, become its property and the Commission shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Commission shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the contract by the Commission, and the Grantee may withhold any payments to the Commission for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Commission is determined.

#### 2. Termination for Convenience of the Grantee

The Grantee may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Commission. If the Contract is terminated by the Grantee as provided herein, the Commission will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Commission, Paragraph 1 hereof relative to termination shall apply.

#### 3. Changes

The Grantee may, from time to time, request changes in the scope of services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the Grantee and the Commission, shall be incorporated in written amendments to this Contract.

#### 4. Personnel

A. The Commission represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

B. All of the services required hereunder will be performed by the Commission or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this contract shall be subcontracted without the prior approval of the Grantee. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

#### 5. Assignability

The Commission shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or innovation), without the prior written consent of the Grantee; provided, however, that claims for money by the Commission from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.



**6. Reports and Information**

The Commission, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to the work services undertaken pursuant to this Contract, the costs, and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**7. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Commission under this Contract are confidential and the Commission agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.

**8. Copyright**

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of and application for copyright by or on behalf of the Commission.

**9. Compliance with Local Laws**

The Commission shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Commission shall hold the Grantee harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this contract.

**10. Access to Records**

The Commission shall make available to the Government for examination all of its records with respect to matters covered by this contract and will permit the Government to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The Commission shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of three years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the Government.

**11. Beason-Hammon Alabama Taxpayer and Citizen Participation Act**

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.

**12. Title VI Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**13. Conflict of Interest Clauses**

**A. Interest of Members of the Grantee**

No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall

have any personal financial interest, direct or indirect, in this Contract, and the Commission shall take appropriate steps to assure compliance.

**B. Interest of Other Local Public Officials**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Commission shall take appropriate steps to assure compliance.

**C. Interest of Commission and Employees**

The Commission covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Commission further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**Executive Order 11246, Section 202 Equal Opportunity Clause (contracts above \$10,000)**

During the performance of this Contract, the Commission agrees as follows:

1. The Commission will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Commission will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Decatur Morgan County Port Authority setting forth the provisions of this non-discrimination clause.
2. The Commission will, in all solicitation or advertisements for employees placed by or on behalf of the Commission, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
3. The Commission will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Commission will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Commission will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Commission's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Commission may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.



7. The Commission will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Commission will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Commission becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Commission may request the United States to enter such litigation to protect the interests of the United States.

**Special Equal Opportunity Provisions**

**(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)**

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Commission agrees as follows:

1. The Commission shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Commission shall take affirmative action to ensure that applicants employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Commission shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Commission shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Commission shall incorporate foregoing requirements in all subcontracts.

**Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)**

**Affirmative Action for Handicapped Workers**

1. The Commission will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Commission agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Commission agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Commission's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Commission's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.



5. The Commission will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Commission is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The Commission will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Commission will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Age Discrimination Act of 1975 (for contracts over \$2,000)**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

**Section 402 Veterans of the Vietnam Era (for \$10,000 or over)**  
**Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

3. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

4. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

5. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract



identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

6. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.

7. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

8. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization of employer-union arrangement for that opening.

As used in this clause:

- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situation where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
- b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
- c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.
- d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulation and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.



**RECREATIONAL TRAILS PROGRAM (RTP)  
CULLMAN COUNTY  
CONTRACT OF PROFESSIONAL SERVICES  
PROJECT: 21-RT-55-02**

**PART 1 - AGREEMENT**

This Contract for professional services is by and between the Cullman County, State of Alabama (hereinafter called the "Grantee"), acting herein by Jeff Clemons, Cullman County Commission, Chairman, hereunto duly authorized, and North Central Alabama Regional Council of Governments (NARCOG), organized under the laws of the State of Alabama (hereinafter called the "Commission"), acting herein by Robby Cantrell, Executive Director, hereunto duly authorized;

**WITNESSED THAT:**

**WHEREAS**, the Cullman County has entered into an agreement with the Recreational Trails Program (RTP) for the implementation of a bridges replacement and trail rehabilitation project; and

**WHEREAS**, the Cullman County desires to engage the Commission to render certain technical assistance services in connection with its equipment purchases for trail maintenance project.

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

**1. Employment of Commission**

The Cullman County hereby agrees to engage the Commission and the Commission hereby agrees to perform the following Scope of Service:

**2. Scope of Services**

The Commission shall, in a satisfactory and proper manner, perform the following services as they apply to the project:

A. Prepare or obtain all records/materials necessary to satisfy the Environmental Review Record. Responsibilities include making a recommendation to the Grantee as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also, documentation will be included of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.

B. Establish project files in the Grantee's office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the Grantee's files.

C. Coordinate with the Government the Request for Payments to ensure consistency with the State Accounting procedures established for the RTP program.

D. Assist the Grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.), if applicable.

- E. Secure the applicable wage decision from the State and provide it to the engineer for inclusion in the bid specifications.
- F. Obtain determination of eligibility from the State for all parties providing contracted services.
- G. Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- H. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- I. Make progress inspections and certify partial payment requests.
- J. Issue a final certificate of payment.
- K. Prepare closeout documents to include Program Completion Reports and Final Wage Compliance Report.
- L. Provide other assistance to the Grantee as needed and appropriate.

Services in each of the above work areas shall be performed under and at the direction of the Planning Director or his/her designated representative.

3. The Grantee will be responsible for any legal fees necessary in certifying bid documents as well as all bookkeeping activities and the required audit(s).

4. Time of Performance

The service of the Commission shall commence upon grant approval by the RTP and State of Alabama. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The Commission's services shall terminate upon final close out approval of the project by the Recreational Trails Program (RTP).

5. Access to Information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Commission by the Grantee and its agencies. No charge will be made to the Commission for such information, and the Grantee will cooperate with the Commission in every way possible to facilitate the performance of the work described in this Contract.

6. Compensation and Method of Payment

For services rendered under this Agreement, the Grantee agrees to pay the Commission for all costs, both direct and indirect, attributable to the services rendered (as described in item 2 of this Agreement). Such payment shall be due upon presentation of written statements certifying such amounts as are due and payable. *The total amount to be paid under this section for services shall be \$9,511.60 (flat fee or cost reimbursable/not to exceed).*

7. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the Grantee, the Commission may retain reproducible copies of drawings and other documents.

8. Professional Liability

The Commission shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this Contract.



**9. Indemnification**

The Commission shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Commission, and shall exonerate, indemnify and hold harmless the Grantee, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, Commission shall exonerate, indemnify and hold harmless the Grantee with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Commission. This shall not be construed as a limitation of the Commission's liability under the Contract or as otherwise provided by law.

**10. Terms and Conditions**

This Contract is subject to the provisions titled, "Part II--Terms and Conditions," attached hereto and incorporated by reference herein.

**11. Address of Notices and Communications**

Dietrich Schaefer, Project Manager  
North Central Alabama Regional Council of Governments  
P. O. Box C  
Decatur, AL 35602  
Phone: (256) 355-4515, Fax (256) 351-1380

Jeff Clemons, Chairman  
Cullman County Commission  
500 2<sup>nd</sup> Avenue SW, Room 105  
Cullman, AL 35055  
Phone: (256) 775-4878

**12. Captions**

Each paragraph of this Contract has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

**13. Authorization**

This contract is authorized by the Cullman County on this 25 day of January, 2022 with NARCOG, a non-profit agency not subject to competitive procurement under the State of Alabama RTP Program.

By: [Signature]  
Chairman  
Cullman County Commission

By: [Signature]  
Robby Cantrell  
Executive Director, NRTPOG

Date: 1/25/22

Date: 1/26/22

ATTEST:

[Signature]

ATTEST:

[Signature]

# CONTRACT FOR PROFESSIONAL SERVICES

## PART II - TERMS AND CONDITIONS

### 1. Termination of Contract for Cause

If, through any cause, the Commission shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Commission shall violate any of the covenants, agreements or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Commission of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this Contract shall, at the option of the Town, become its property and the Commission shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Commission shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the contract by the Commission, and the Grantee may withhold any payments to the Commission for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Commission is determined.

### 2. Termination for Convenience of the Grantee

The Grantee may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Commission. If the Contract is terminated by the Grantee as provided herein, the Commission will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Commission, Paragraph 1 hereof relative to termination shall apply.

### 3. Changes

The Grantee may, from time to time, request changes in the scope of services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the Grantee and the Commission, shall be incorporated in written amendments to this Contract.

### 4. Personnel

A. The Commission represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

B. All of the services required hereunder will be performed by the Commission or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this contract shall be subcontracted without the prior approval of the Grantee. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

### 5. Assignability

The Commission shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or innovation), without the prior written consent of the Grantee; provided, however, that claims for money by the Commission from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.



**6. Reports and Information**

The Commission, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to the work services undertaken pursuant to this Contract, the costs, and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**7. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Commission under this Contract are confidential and the Commission agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.

**8. Copyright**

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of and application for copyright by or on behalf of the Commission.

**9. Compliance with Local Laws**

The Commission shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Commission shall hold the Grantee harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this contract.

**10. Access to Records**

The Commission shall make available to the Government for examination all of its records with respect to matters covered by this contract and will permit the Government to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The Commission shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of three years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the Government.

**11. Beason-Hammon Alabama Taxpayer and Citizen Participation Act**

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.

**12. Title VI Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**13. Conflict of Interest Clauses**

**A. Interest of Members of the Grantee**

No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall

have any personal financial interest, direct or indirect, in this Contract; and the Commission shall take appropriate steps to assure compliance.

**B. Interest of Other Local Public Officials**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Commission shall take appropriate steps to assure compliance.

**C. Interest of Commission and Employees**

The Commission covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Commission further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**Executive Order 11246, Section 202 Equal Opportunity Clause (contracts above \$10,000)**

During the performance of this Contract, the Commission agrees as follows:

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2. The Commission will, in all solicitation or advertisements for employees placed by or on behalf of the Commission, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
3. The Commission will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Commission will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Commission will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Commission's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Commission may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.



7. The Commission will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Commission will take such action with respect to any subcontract or purchase order as the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Commission becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Commission may request the United States to enter such litigation to protect the interests of the United States.

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2. The Commission shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Commission shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Commission shall incorporate foregoing requirements in all subcontracts.

**Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)**  
**Affirmative Action for Handicapped Workers**

1. The Commission will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Commission agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Commission agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Commission's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Commission's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.



5. The Commission will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Commission is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The Commission will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Commission will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**Age Discrimination Act of 1975 (for contracts over \$2,000)**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

**Section 402 Veterans of the Vietnam Era (for \$10,000 or over)**  
**Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

3. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

4. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

5. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract



identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

6. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.

7. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

8. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization of employer-union arrangement for that opening.

As used in this clause:

- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situation where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
- b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
- c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.
- d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulation and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.



STATE OF ALABAMA     )  
                                  )  
COUNTY OF CULLMAN    )

**EVENT AGREEMENT**

THIS EVENT AGREEMENT ("Agreement") is entered into as of this the 25th day of January, 2022, by and between CULLMAN COUNTY COMMISSION, the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (the "County") and LOOMIS BROTHERS CIRCUS ("LOOMIS BROTHERS") (hereafter individually a "Party" and collectively the "Parties");

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

#### **ARTICLE I – Authorizations**

The County hereby authorizes Loomis Brothers to conduct an Event for 2022 at the times and in accordance with the terms and conditions of this Agreement (the “Authorization”) to be located on the Premises in areas designated by County. The Authorizations are effective upon the approval of this Agreement by the Cullman County Commission, but is subject to revocation, effective upon a termination of this Agreement.

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

1.1.1 County. The County shall receive a flat fee of Three Thousand and No/100 Dollars (\$3,000.00) in exchange for the rental of the Premises. The County shall provide Loomis Brothers access to the Premises from 12:00 a.m. on February 4, 2022, until 12:00 a.m. on February 6, 2022. Loomis Brothers shall retain all rights to all box office revenue generated during the Event.

#### **ARTICLE II – Contract Term**

The effective date of this Agreement is the date when it is approved by the Cullman County Commission, and it shall expire following the Event at 12:00 a.m. on February 6, 2022 (the “Term”), unless otherwise terminated pursuant to Article VIII of this Agreement.



### **ARTICLE III – Parties' Rights and Obligations**

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

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

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

County or the Event.

3.3 Promotional Activities.

3.2.1 Advertising and Public Relations.

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

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

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

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

**ARTICLE IV – Event**

Except as otherwise provided herein, commencing in 2022, or as otherwise mutually agreed, the Events period for the Circus or Family Show Event is hereby mutually agreed upon and shall be conducted on: Friday, February 4, 2022; Saturday, February 5, 2022; Sunday, February 6, 2022.



## **ARTICLE V – Representations and Warranties**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE VI – Indemnification**

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



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

#### **ARTICLE VII – Insurance**

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

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

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

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

Alabama.

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

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

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

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

#### **ARTICLE VIII – Termination**

##### **8.1 Termination.**

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



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

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

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

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

#### **ARTICLE IX – Miscellaneous**

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

be given to:

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

If to the County, notices shall be given to:

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

with a copy to:

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

with a copy to:

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

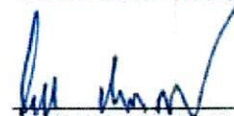
9.19 Liens. Loomis Brothers hereby waives any and all liens to which it may be entitled or to which it will be entitled in the future. In the event that any lien is filed against the interest of the County by any contractor, subcontractor, materialman or laborer involved in the Event contemplated herein,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

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

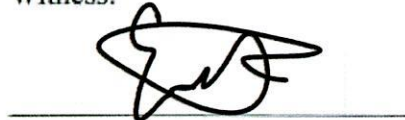
Witness:



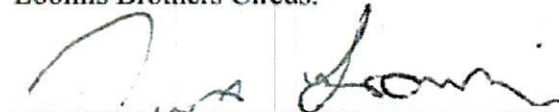
CULLMAN COUNTY COMMISSION:

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

Witness:

  
\_\_\_\_\_

Loomis Brothers Circus:

  
\_\_\_\_\_  
AGENT

**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

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

January 5, 2022

**Proposed considerations for upcoming Commission meeting on January 20<sup>th</sup>, 2022.**

- Proposed plat Bronco Estates Subdivision. A minor subdivision containing 7 Lots located on County road 1718



STATE OF ALABAMA  
CULLMAN COUNTY, CULLMAN, ALABAMA  
CULLMAN COUNTY COMMISSION

Bid No. 1372

Gentleman:

Gentleman:

The Cullman County Commission will be receiving sealed bids until 2:00 p.m., Monday, January 24, 2022, at the Cullman County Courthouse located at 500 2<sup>nd</sup> Ave. SW, Room 105, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud for furnishing the items below:

f. o. b. points shown:

**SHOULDER MATERIAL (INSTALLED)**

Cullman County desires bids for performing surface treatments to various roads in Cullman County, Alabama. Work may include projects funded by REBUILD ALABAMA and FEDERAL AID EXCHANGE FUNDS. The bidder shall include all necessary labor, equipment, and materials required to clean roadways, prepare roadways, haul, and spread material in place. All materials shall meet the current and standard specifications and special provision for the specified surface treatment provided by the Alabama Department of Transportation. Bidders shall supply haul tickets and appropriate BMT's for aggregate and liquid asphalt.

1. **MATERIAL FROM A COMMERCIAL PIT** Price per Ton to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.

<u>PAY ITEM</u>	<u>\$/TON</u>
A. 430B029 Aggregate Surfacing (ALDOT #410 Or #810)	A - \$66 MIN 400 TONS PER DAY
B. 430B040 Aggregate Surfacing (Crushed Aggregate Base, Type B)	B - \$66 MIN 400 TONS PER DAY
C. 430B042 Aggregate Surfacing (Crushed Aggregate Base, Type A)	C - \$66 MIN 400 TONS PER DAY
D. 430B043 Aggregate Surfacing (1" Down, Crusher Run)	D - \$66 MIN 400 TONS PER DAY
E. 430B-047 Aggregate Surfacing (3/4" Down, Crusher Run)	E - \$66 MIN 400 TONS PER DAY
F. 430B048 Aggregate Surfacing (1-3/4" Down, Crusher Run)	F - \$66 MIN 400 TONS PER DAY

2. **MATERIAL FROM LOCAL BORROW PIT** Price per Loose Trucked Measure to place and compact a Shoulder Material on an existing county right of way at specified width to satisfaction of County Engineer. Price to include all materials, labor, and equipment required to place and compact material along edge of pavement at width specified in a work order in compliance with the applicable section of the ALDOT specifications or Special Provision as approved by the County Engineer. Contractor shall be responsible for meeting all Federal, State, and Local regulation for borrow pits. Materials from borrow pits must be approved by the County Engineer prior to work being performed.

**PAY ITEMS\$/TON**

**NO BID**

**A. Unclassified Borrow from Local Site (\$/Loose Truckbed Meas.)**

The contractor shall be responsible for all Traffic Control and Construction signs as per the MUTCD and ALDOT requirements. Traffic control is being bid as part of this bid inquiry and shall be the responsibility of the contractor. The County reserves the right to review the contractor's traffic control plan and require work to cease if the plans is not adequately handling traffic. The contractor is responsible for traffic control and any issues that arise due to the contractors ability to handle traffic during construction.

Contractor shall begin work within fourteen (14) days of written notice by the County Engineer, unless a time extension is given by the County Engineer. Contractor shall give Cullman County forty-eight (48) hour notice prior to work beginning. Time to complete work shall be designated by the County Engineer. Failure to complete work within designated time allotted may result in the forfeiture of the performance bond. Notice shall be given during the normal hours of operation of the Cullman County Road Department.

The successful bidder shall provide to the County, within fourteen (14) days of the bid award, a performance bond in the amount of \$10,000. Failure to provide this bond within the specified time may result in the County determining the successful bidder failed to perform under this bid. All bidders shall include in their bid package a copy of their companies **W-9 and the MOU portion of their company's E-verify document.**

In addition to this initial performance bond, any time that the County issues a purchase order for work exceeding \$50,000 in value, successful bidder shall provide to the County a performance bond equal in value to the issued purchase order. The successful bidder shall provide this stated performance bond within fourteen (14) days of issuance of the purchase order by the County.

The successful bidder along with their Performance Bond provide a Payment Bond in the amount of \$50,000.00

The successful bidder shall also be required to meet all post construction advertising requirements under Alabama Code Title 39. Notice of completion shall be given for each proceed order by advertising four consecutive weeks in a newspaper of general circulation published within Cullman County.

Upon completion and acceptance of all work required, per Proceed Order, the contractor will be paid upon presentation of the following:

- a. A properly executed and duly certified voucher for payment.
- b. A release of all claims and claims of liens against the awarding authority arising by virtue of the contract.
- c. Proof of advertisement of project completion.

Payment will be made within 35 days after all of the above requirements are met. Partial Payment for proceed orders will be provided under this contract. Retainage shall be withheld on each Proceed Order as provided under Code of Alabama Section 39-2-12.

Signature on bid must be in ink. Bids made out in pencil will NOT be accepted. Bid must be NOTARIZED. County reserves the right to accept or reject all Bids or any portion thereof.

ALL INQUIRES CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO:  
CULLMAN COUNTY ENGINEER  
2883 HWY 69 NORTH  
CULLMAN, AL. 35058  
(256)-796-1336




**WARNING!!! No errors will be corrected after Bids are opened. No price shall include State or Federal Excise Taxes. Tax exempt certificates furnished upon request.**

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed priced or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED.**

Sworn to and subscribed before me

This the 24 day of Jan., 20 22

  
\_\_\_\_\_  
Notary Public

**Christine Munera  
Notary Public, Alabama State At Large  
My Commission Expires Jun 25, 2025**

Firm: Wiregrass Construction Company, Inc.

By: 

Street Address: 6200 Stringfield Rd NW

City: Huntsville

Terms: 30 days

Date: 01-24-2022

Telephone No: 256-533-4727

**IMPORTANT:** Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.