

CONGRATULATIONS ON YOUR RETIREMENT

Ginger Taylor

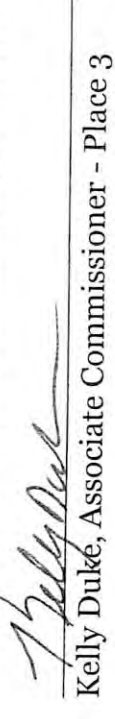
May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

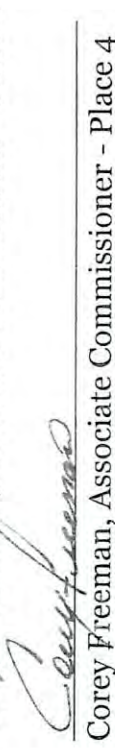
CULLMAN COUNTY COMMISSION


Jeff Clemons, Chairman


Kerry Watson, Associate Commissioner - Place 1


Kelly Duke, Associate Commissioner - Place 3


Garry Marchman, Associate Commissioner - Place 2


Corey Freeman, Associate Commissioner - Place 4

November 1998 - December 2023

KULTCH

CONGRATULATIONS ON YOUR RETIREMENT

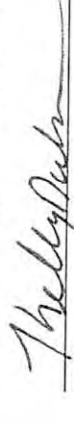
Lori Beckhart

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

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION


Kerry Watson, Associate Commissioner - Place 1


Kelly Duke, Associate Commissioner - Place 3


Jeff Clemons, Chairman


Garry Marchman, Associate Commissioner - Place 2


Corey Freeman, Associate Commissioner - Place 4

December 1998 – December 2023

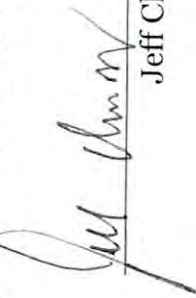
CONGRATULATIONS ON YOUR RETIREMENT

Tina Parker

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

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION




Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner - Place 1



Gary Marchman, Associate Commissioner - Place 2



Kelly Duke, Associate Commissioner - Place 3



Corey Freeman, Associate Commissioner - Place 4

April 1996 – December 2023

RESOLUTION # 2024-02
Rebuild Alabama Act Grant (RAA)

WHEREAS, the Cullman County Commission is eligible to submit an application for funding through the Alabama Department of Transportation (ALDOT) for the Rebuild Alabama Act (RAA) Annual Grant Program. The RAA Annual Grant Program was established by Legislative Act #2019-2. The program allocates no less than \$10 million annually to eligible projects as identified by ALDOT during a fiscal year.

WHEREAS, the Cullman County Commission's grant application will be for \$350,000.00 for the resurfacing of County Road 1670 from Alabama Highway 69 to the Duck River Reservoir.

WHEREAS, Chairman Jeff Clemons is hereby authorized and directed to submit said grant on behalf of the Cullman County Commission and sign any and all documents relating to this grant application.

Passed, adopted, and approved the 12th Day of December, 2023.

ATTEST:



Tiffany Merriman, County Clerk



Jeff Clemons, Chairman



ACCA LIABILITY SELF-INSURANCE FUND, INC.
 P.O. Box 589, Montgomery, AL 36101-0589
 (334) 394-3232

Invoice

Bill To: Cullman County Commission
 500 2nd Ave SW, Rm 202
 Cullman, AL 35055

Invoice Date: 1/2/2024
Member #: 0040-0075
Coverage Period: 1/1/2024-1/1/2025

Amount Due: \$521,251.04

Please return a copy of this invoice with your payment.

Cullman County Commission
0040-0075

TRANSACTION DATE	LIABILITY PREMIUM-CONTRIBUTION SUMMARY	AMOUNT
01/01/2024	Base Premium:.....	\$504,644.27
	Cyber Premium:.....	\$5,006.77
	Endorsements:.....	\$11,600.00
Total Amount Due:		\$521,251.04

If Paid on Time
 01/01/2024 - 01/31/2024
 \$521,251.04

2% added 02-01-24 \$10,425.02
 After 02/01/24, Pay \$531,676.06

Late Penalties
+8% added 03-01-24 \$42,534.08
 After 03/01/24, Pay \$574,210.15

Adopted June 6, 2019 by the Board of Trustees of the ACCA Liability Self-Insurance Fund:

All Liability premium-contributions are due and payable on January 1. If full payment is not received on or before January 31, the non-paying Fund member shall be assessed two percent (2%) of the unpaid balance on February 1 and an additional eight percent (8%) of the unpaid balance on March 1.

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

If payment is not received by March 10, a notice of cancellation will be sent, with cancellation effective April 10.
 If payment is not received by March 31, a final 10-day notice of cancellation will be sent, with cancellation effective April 10.
 Interest will accrue on the unpaid balance each month thereafter.

Please make checks payable to: ACCA LSIF
Mail to: CRS, Inc. – P.O. BOX 589
MONTGOMERY, AL 36101-0589

Sponsored By



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

DECLARATIONS

**PART VI - EMPLOYEE BENEFITS ADMINISTRATION
LIABILITY COVERAGE**

Each Error or Omission Limit *	\$1,000,000
Deductible for Any One Claim	\$1,000

PART VII - EQUITABLE DEFENSE COVERAGE

Each Defense Expense Limit	\$225,000
Deductible (for Defense Expenses) for Any One Claim	No Deductible

**PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE
COVERAGE**

All Limits are subject to the General Annual Aggregate stated above

Privacy or Security Event Liability and Expense Separate Annual Aggregate Limit	\$500,000
Privacy or Security Event Liability*	\$500,000
Privacy Response Expenses	\$500,000
Regulatory Proceedings and Penalties	\$500,000
PCI-DSS Assessments	\$500,000
Electronic Equipment and Electronic Data Damage & Network Interruption Costs – Combined	\$200,000
Waiting Period – 12 Hours	
Cyber Extortion Expenses & Cyber Extortion Monies - Combined	\$50,000
Deductible for Any One Claim	\$25,000

* Unless reduced by any applicable statutory or legal limit or immunity (e.g., Ala. Code, § 11-93-2: Recovery of damages against governmental entity limited to \$100,000 bodily injury or death each person, \$300,000 each occurrence, and \$100,000 property damage each occurrence). Defense expenses are included within and reduce the Limits of Coverage. Each limit is subject to the General Annual Aggregate Limit. Limits are subject to any sublimits as stated in the Coverage Document. Coverages may not be combined for any claims.

+ If "NO DEDUCTIBLE" is stated, there will be a \$ 100.00 deductible for Glass Breakage.

Sponsored By



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

DECLARATIONS

**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	\$3,500.00
<u>95</u>	Drones	\$7,600.00

ANNUAL CONTRIBUTION (including endorsement costs): \$521,251.04

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 terms listed above.

[Handwritten Signature]
(Member Representative – Signature)

Chairman
(Member Representative – Title)

1/8/24
(Date)

Robert Bradford
(Fund Administrator)

January 1, 2024
(Date)

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

Date Issued: 1/1/2024

Endorsement No. 34

Named Covered Person: Cullman County Commission

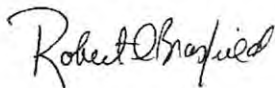
Participation Agreement No. 0040-0075

Effective Date: 1/1/2024

**THE DECLARATIONS ARE SUBJECT TO THE FOLLOWING ADDITIONAL ENDORSEMENT
ENDORSEMENT FOR CULLMAN AREA RURAL TRANSPORTATION SYSTEM**

The Declarations are amended to reflect that covered autos used for public transportation by Cullman Area Rural Transportation System (CARTS) are subject to a \$500 deductible per accident.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



(Fund Representative)

1/1/2024
(Date)

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

Date Issued: 1/1/2024

Endorsement No. 41

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2024

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.,b.(5) 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":

e. 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.

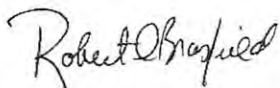
- B. In Part II – Automobile Liability Coverage, Section A – Covered Autos is hereby amended to add the following:

If scheduled covered autos 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 C – Exclusions, exclusions numbered 5, 6, and 8 are hereby amended and modified to add the following language.

- 1) 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.
- 2) 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.
- 3) 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)

1/1/2024

(Date)

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

Date Issued: 1/1/2024

Endorsement No. 74B

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2024

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)

1/1/2024

(Date)

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

Date Issued: 1/1/2024

Endorsement No. 93

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2024

THE COVERAGE DOCUMENT IS SUBJECT TO THE FOLLOWING ENDORSEMENT

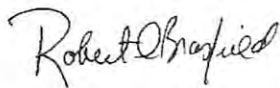
In order to provide a more uniform defense to tax appeals, the Liability Fund Coverage Document, Part VII – Equitable Defense Coverage, Section A – Coverage, Paragraphs 1 and 5 are hereby amended as follows:

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)

1/1/2024

(Date)

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

Date Issued: 1/1/2024

Endorsement No. 95

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2024

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)		
EVO II 640T w/Accessories	2022	2.51	COA 2023-ESA-12032	HA2922101354
EVO II 640K w/Accessories	2022	2.45	COA 2023-ESA-12032	HA2921451142
EVO II 640K w/Accessories	2022	2.45	COA 2023-ESA-12032	HA2921451042
EVO2 Enterprise 6K	2022	4.40	COA 2023-ESA-12032	HA2922101195

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**.

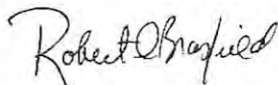
2. Coverage is provided under this Endorsement only if all of the following conditions are met:
 - A. Ownership, maintenance and use of the **Unmanned Aircraft** complies with all applicable laws, regulations, requirements and guidelines of the **Federal Aviation Administration** and any other regulatory 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; 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.

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

- 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)

1/1/2024

(Date)

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

Date Issued: 1/1/2024

Endorsement No. 100

Named Covered Person: Cullman County Commission

Participation Agreement No. 0040-0075

Effective Date: 1/1/2024

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.

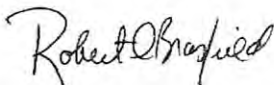
Further, under Part I – General Liability Coverage, Coverage B – Personal And Advertising Injury Liability 2. Exclusions, c. Professional Services, is hereby amended to add the following:

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)

1/1/2024

(Date)



Reassurance Solutions, LLC
 PO BOX 766
 Benton, KY 42025
info@reassurancesolutions.com

Customer Billing Address: Cullman County Sheriff's Office 1900 Beech Ave. SE Cullman, AL 35055 Contact Name: Captain Susan Black Phone: (256)-775-4714 Email: sblack@cullmansheriff.org			Date: 12/13/2023 Seller Rep: Chastity Bartlett	
Product	Quantity	Price Each (USD)	Extension	
XK300 Sensor	9	\$4,000.00	\$36,000.00	
Gateway	5	\$500.00	\$2,500.00	
Annual Subscription	9	\$900.00	\$8,100.00	
Subtotal			\$46,600.00	
Installation Package			\$9,000.00	
Total Amount Due			\$55,600.00	

TERMS AND CONDITIONS OF SALE

Customer acknowledges purchase of the above itemized Products and agrees that the following Terms and Conditions of Sale govern Customer's purchase of the Products from Reassurance Solutions ("Seller"), including all components, technology, and software.

I. **Product Manufacturer.** Customer understands and acknowledges that the Products sold herein are manufactured by Xandar Kardian, Inc., a Delaware corporation with a business address of 17 State Street, #4000, New York, NY 10004 (the "Product Manufacturer"), and that Seller has no corporate affiliation with the Product Manufacturer and is not responsible for the design, manufacture, functionality, or operation of the Products.

II. **Exclusive Agreement** Customer agrees to exclusively permit Seller to install the products and services described herein (hereinafter referred to as the "Offering"). Reassurance Solutions shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. Seller and Customer agree that



no other type of inmate autonomous monitoring devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

III. Product Implementation. Customer shall engage with Reassurance Solutions to schedule and allow access for installation of required cabling, cable termination, conduit installation and all required hardware for turnup of service (collectively Platinum Installation Package). In the event the Customer elects to use an outside contractor or an internal resource for cable installation, the Customer is solely responsible for ensuring the cable quality and installation meets the specifications outlined in a separate document that will be provided if you choose this option. Customer will be solely responsible and charged for time and materials for any cabling and/or conduit that requires replacement due to out-of-specification installation or cable quality.

IV. Annual Software Support Subscription Term and Fees. Customer agrees to pay to Seller an annual software support fee as charged in the invoice (Annual Subscription Fee) every twelve (12) months with Customer's first Annual Subscription Fee included and due as part of the Total Amount due under this Invoice. At the end of the one (1) year Term, Customer's access to Product Manufacturer software support services shall renew for one-year Terms upon Customer's payment of Seller's Invoice for such Annual Fee unless Customer gives Seller written notice of non-renewal at least sixty (60) days prior to the end of the then current Term or if Customer does not pay Seller invoice by any future anniversary date of the installation date. The Annual Subscription term begins at date of installation. Non-payment of the Annual Subscription will result in Customer access to the dashboard being removed for all users and Customer's hardware warranty will become void. Payment for Annual Subscription services, after an Annual Subscription lapses, will re-establish Customer access to the dashboard, but the hardware warranty will not be re-established. The hardware warranty is for a maximum of 5 years from the installation date.

In consideration for the Annual Subscription Fee, Customer shall have access to Product Manufacturer's direct provision of software support services to Customer and Seller's facilitation thereof, which facilitation shall be limited to escalating Customer's Product software service requests to the Product Manufacturer for direct resolution within twenty (24) hours of Seller's receipt of a service request. Customer service requests should be entered as described in training for escalation to the Product Manufacturer. Seller does not warranty support for the product or platform as Seller is a reseller who will do their best to help Customer. Manufacturer is responsible for product and platform support.

V. NO WARRANTIES, REPRESENTATIONS OR LIABILITY. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER TO CUSTOMER, INCLUDING ANY POLITICAL SUBDIVISION (as defined by KRS 65.005) OF WHICH CUSTOMER IS A PART, ANY EMPLOYEE, OFFICER OR REPRESENTATIVE OF CUSTOMER, OR ANY SUCH POLITICAL SUBDIVISION, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING, WITHOUT LIMIT, ANY INDIVIDUAL UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, REGARDING ANY PRODUCT OR SERVICE SOLD TO OR SUBSCRIBED TO BY CUSTOMER



HEREUNDER, OR TO WHICH CUSTOMER MAY LATER SUBSCRIBE OR PURCHASE FROM SELLER OR THE PRODUCT MANUFACTURER, AND SELLER, FOR ITSELF, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMIT, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEGRITY, OPERABILITY, CONNECTIVITY, OR THAT THE PRODUCTS OR SERVICES OR DATA TRANSMITTED VIA THE PRODUCTS OR SERVICES WILL BE FREE OF DEFECTS OR ERRORS, TIMELY, UNINTERRUPTED, OR ACCURATE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICES OR THE PRODUCT MANUFACTURER'S TECHNOLOGY OR OTHER PROPERTY USED TO FURNISH THE PRODUCTS OR SERVICES, WILL BE FREE OF VIRUSES OR OTHER HARMFUL AGENTS. CUSTOMER FURTHER AGREES THAT SELLER IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, TO CUSTOMER OR ANY POLITICAL SUBDIVISION OF WHICH CUSTOMER IS A PART, OR TO ANY THIRD PARTY INDIVIDUAL OR ENTITY, INCLUDING ANY PERSON EMPLOYED BY, UNDER CONTRACT WITH OR IN THE LEGAL CUSTODY OF CUSTOMER, FOR TRANSMISSION OF ANY DATA BY OR VIA THE PRODUCTS, NOR FOR THE CONTENT, ACCURACY OR TIMELINESS OF ANY SUCH TRANSMITTED DATA, NOR FOR THE OPERATION OR FAILURE TO OPERATE, OR ANY DEFECT, ERROR OR MALFUNCTION OF ANY PRODUCT OR SERVICE IMPLEMENTED AT CUSTOMER'S FACILITY, AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS TO THE FULL EXTENT PERMITTED BY LAW FOR AND FROM ALL THIRD-PARTY CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY AND ALL OF THE ABOVE.

VI. Customer Responsibility. Customer agrees that following completion of implementation and integration of purchased equipment (collectively Implementation), all liability for use of the Xander Kardian product, including but not limited to; proper use, monitoring, periodic hardware condition and functionality evaluation and actionable response to alerts are the sole responsibility of the Customer. Reassurance Solutions will not and does not monitor the operating status, alert status or actionable response for any associated hardware required for using the Product Manufacturer's products.

VII. General. All notices required or permitted to be given by this Agreement shall be made in writing and shall be sent to the receiving party (whether Customer or Seller) by a recognized overnight commercial carrier or certified U.S. mail to the receiving party's address first given above or such other address as a party may specify from time to time in writing. This Agreement constitutes the entire agreement between Seller and Customer with respect to the Products and services described herein, and supersedes all prior understandings and agreements, including all prior invoices, whether written or oral, that relate to same. Any term of this Agreement may be amended, modified, or waived only with the written consent of both parties or their permitted successors and assigns. Should any provision of this Agreement be held by an Alabama court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the Parties) to eliminate the



illegal, invalid or unenforceable effect or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect. This Agreement and all disputes arising under or related to it shall be governed by the laws of the state of Alabama. Each party in making and performing this Agreement is an independent contractor, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Neither party will assign its rights or delegate its obligations under this Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign its obligations under Section III above to any corporate affiliate of Seller. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., adobesign@adobesign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.







By signing both parties acknowledge and agree to the above by Customer and Seller's authorized representatives signing below:

REASSURANCE SOLUTIONS, LLC	CULLMAN COUNTY SHERIFF'S OFFICE
Signature: <u>Dave Warden III</u> <small>Dave Warden III (Jan 2, 2024 10:18 EST)</small>	Signature: <u>Jeff "Clem" Clemons</u>
Name: <u>Dave Warden III</u>	Name: <u>Jeff "Clem" Clemons</u>
Title: <u>President</u>	Title: <u>Chairman</u>
Date: <u>01/02/2024</u> <u>01/02/2024</u>	Date: <u>1/2/24</u>

To be filled in by Reassurance Solutions, LLC
Install Date:

Created:	2024-01-02
By:	Stephanie Wagner (swagner@combinedpublic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdVYH5o4KdfoGZhOunawBHNphCUzdrD

"medicalxk" History

-  Document created by Stephanie Wagner (swagner@combinedpublic.com)
2024-01-02 - 3:14:59 PM GMT
-  Document emailed to dave@reassurancesolutions.com for signature
2024-01-02 - 3:16:55 PM GMT
-  Email viewed by dave@reassurancesolutions.com
2024-01-02 - 3:17:22 PM GMT
-  Signer dave@reassurancesolutions.com entered name at signing as Dave Warden III
2024-01-02 - 3:18:53 PM GMT
-  Document e-signed by Dave Warden III (dave@reassurancesolutions.com)
Signature Date: 2024-01-02 - 3:18:55 PM GMT - Time Source: server
-  Agreement completed.
2024-01-02 - 3:18:55 PM GMT



TRUCKWORX

Heith Pike/Randy Hall
 Truckworx – Huntsville
 15090 Alabama Highway 20
 Madison, AL 35756
 Office: 256.308.0162
 Cell: 205.446.3028
 Email: heithp@truckworx.com
 www.TRUCKWORX.com

Build date 1/19/24

Attn: Cullman County Commission

January 1, 2024

Dear Mr. Brunner:

Truckworx is proposing lowest cost ownership by offering the most aggressive residual value to the county members affiliated with the association. Please be advised that production will be limited to 77 slots for next year's ACCA contract. First come, first serve basis will be the methodology Truckworx will utilize to fulfill orders next year. Please continue to call for more opportunities.

2024 Triaxle Dump Truck with all options

Engine MX13	510 HP engine w 1850 Torque
Transmission Allison w/PTO	4500 RDS
Front Axle Dana Spicer	20k
Rear Axle Dana Spicer	46k
Cab to Axle for Dump Truck	141
Color	White
Tires	11R24.5
Wheels	Polished Aluminum
Ratio	4.56
Fan hub on/off or Two speed fan hub	Fan hub Horton 2 speed
Cooling Module	1330 square inches
Alternator	160 amp

ACCA Contract Price \$197,600.00
77 Slots availability for 2024



Base Body Price with all options : \$33,635.00

- High-lift tailgate Option: \$750.00
- Bed Vibrator Option: \$700.00
- Pintle Hitch Option: \$1,250.00
- Chip Spreader Option: \$400.00

CC File: chrisbi@truckworx.com please copy on all ACCA orders. Cell number: 256.997.7244

Randy Hall/Heith Pike,
 Government Truck Sales



Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

CC File: ACCA Administration

Truck - 197,600.⁰⁰
 Body - 33,635.⁰⁰
 Deduct No Pintle - -1250.⁰⁰

Purchase 4 @

\$ 229,985.⁰⁰

INVOICE

Kenworth of Huntsville, Inc.
 15090 Alabama Hwy 20 West
 Madison, AL 35756

Phone: (256) 308-0162
 Fax: (256) 308-0166

Invoice: 06H1888
 Invoice Date: 09/25/2023
 Deal/Package: 22848/1
 Branch: HUN
 Department: New HD

Bill-To: Cullman County Commission 500 2nd Avenue SW Room 105 Cullman, AL 35055	Ship-To: Cullman County Commission 2883 AL Hwy 69 North Cullman, AL 35058
---	---

Customer: 21693 PH: 256-775-4878 P/O: 231319 Salesperson: Randy Hall

+ SOLD UNIT(S)

Year: 2024	Make: Kenworth	Model: T880	Type: DU	Price:	213,500.00
VIN: 1NKZX4TX9RJ359131					
Year: 2024	Make: Kenworth	Model: T880	Type: DU	Price:	213,500.00
VIN: 1NKZX4TX0RJ359132					
Year: 2024	Make: Kenworth	Model: T880	Type: DU	Price:	213,500.00
VIN: 1NKZX4TX2RJ359133					
Year: 2024	Make: Kenworth	Model: T880	Type: DU	Price:	213,500.00
VIN: 1NKZX4TX4RJ359134					
Year: 2024	Make: Kenworth	Model: T880	Type: DU	Price:	213,500.00
VIN: 1NKZX4TX6RJ359135					
Year: 2024	Make: Kenworth	Model: T880	Type: DU	Price:	213,500.00
VIN: 1NKZX4TX8RJ359136					

Tank - 213,500
 Body - 33,635
 Detail Paint - 1250.00

Tax Tax Status: Exempt
 Customer Tax ID: *Deer*

Total Price:	1,281,000.00
Total FET:	0.00
(0.0000%):	0.00
Total Sales Tax:	0.00
Total:	1,281,000.00
Net:	1,281,000.00

\$ 245,885.00

Balance Due: 1,281,000.00

IN ALABAMA: PENALTY OF FIFTEEN DOLLARS (\$15.00) DUE IF VEHICLE IS NOT REGISTERED IN THE NAME OF THE NEW OWNER WITHIN 20 CALENDAR DAYS.

SIGN HERE

SIGNATURE OF BUYER OR AUTHORIZED REPRESENTATIVE

Nancy Stearns Hart

SIGNATURE OF SELLER OR AUTHORIZED REPRESENTATIVE

DATE

09/25/2023

DATE

5

VENDOR (325) KENWORTH OF BIRMINGHAM

CHECK DATE	CHECK NUMBER	PAGE
03/10/2021	171631	1 OF 1

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	INVOICE AMOUNT
06H1453	03/02/21	210841	6 DUMP TRUCK CHASISES @ \$131,804.00	790,824.00

CHECK AMOUNT: 790,824.00

SubTotal	790,824.00
Sales Tax	0.00
Order Total	790,824.00

Requested By:

Account Distribution

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
gingert	gingert	111-53200-560	CONSTRUCTION EQUIPMI	790,824.00

6 DUMP TRUCK CHASISES @ \$131,804.00

2021 Kenworths - Current "oldest" Trucks
 TOTAL Price per Truck Including Dump Bed
 When Purchased.

Truck - \$131,804
 Dump Bed - 19,790

\$151,594.⁰⁰

Cullman County Commission

Cullman, Alabama

Clear Form

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

Date: 12-7-2023

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction X Scrap _____ Sealed Bid _____

Other: _____

Asset #: 6121

Property Decal #: _____

Serial # or VIN: 1NKZX4TX3MJ469861

Tag # _____

Description: 2021 Kenworth T880 Dump

Reason for disposal: Rotate fleet

Department: Road

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Clear Form

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

Date: 12-7-2023

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

Declare Surplus: _____ Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: 6221 _____ Property Decal #: _____

Serial # or VIN: 1NKZX4TX9MJ469864 _____ Tag # _____

Description: 2021 Kenworth T880 Dump _____

Reason for disposal: Rotate fleet _____

Department: Road _____

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Clear Form

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

Date: 12-7-2023

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction X Scrap _____ Sealed Bid _____

Other: _____

Asset #: 6321

Property Decal #: _____

Serial # or VIN: 1NKZX4TX2MJ469866

Tag # _____

Description: 2021 Kenworth T880 Dump

Reason for disposal: Rotate fleet

Department: Road

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Clear Form

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

Date: 12-7-2023

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

Declare Surplus: _____ Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: 6421

Property Decal #: _____

Serial # or VIN: 1NKZX4TX2MJ469865

Tag # _____

Description: 2021 Kenworth T880 Dump

Reason for disposal: Rotate fleet

Department: Road

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Clear Form

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

Date: 12-7-2023

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction X Scrap _____ Sealed Bid _____

Other: _____

Asset #: 6521 Property Decal #: _____

Serial # or VIN: 1NKZX4TX2MJ469862 Tag # _____

Description: 2021 Kenworth T880 Dump

Reason for disposal: Rotate fleet

Department: Road

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

Clear Form

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

Date: 12-7-2023

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

Declare Surplus: _____ Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: _____

Asset #: 6621

Property Decal #: _____

Serial # or VIN: 1NKZX4TX2MJ469863

Tag # _____

Description: 2021 Kenworth T880 Dump

Reason for disposal: Rotate fleet

Department: Road

Department Head Signature: _____

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

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



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

Cullman County Engineering Department

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

December 4, 2023

Proposed considerations for upcoming Commission meeting on December 12, 2023.

- Proposed plat Bella's Ridge Subdivision. A minor subdivision containing 3 Lots located off County Road 616.
- Proposed plat Bella's Ridge Subdivision First Addition. A minor subdivision containing 3 Lots located off County Road 616.