

RESOLUTION NUMBER 2025-45
CARTS Third Party Service Contracts – Fiscal Year 2026

RESOLUTION

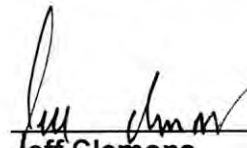
Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2026 for eligible public transportation services.

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

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

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 23rd day of September, 2025 as shown by the minutes of the meeting in my possession.



Jeff Clemons

Chairman, Cullman County Commission
Title





Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Telephone: 334-242-6207/Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

September 29, 2025

Ms. Joyce Echols, Director
Cullman County Commission
P.O. Box 2518
Cullman, AL 35056-2518

RE: FY 2026 Section 5311 Third Party Agreements

Dear Ms. Echols:

We have reviewed the enclosed FY 2026 Third Party Agreements between Cullman County Commission, Cullman County Commission on Aging, Community Action Partnership of North Alabama, Cullman Area Chamber of Commerce, United Way of Cullman County, Victim's Services, and WellStone, Inc. for Transportation Services provided under the Section 5311 Rural Nonurbanized Area Public Transportation program. The Agreements meet the program requirements and is hereby approved.

If you have any questions, please contact Catrina Rollins at (334) 242-6766.

Sincerely,

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

By:

Catrina Rollins
Grants & Awards Manager

BBL: JMM: CR
Enclosures

cc: Lauren Heikkinen, RM
File

AGREEMENT BETWEEN
***Cullman County Commission
Cullman Area Rural Transportation System***
AND
Cullman County Commission on Aging
RELATIVE TO
TRANSPORTATION SERVICES

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2025, and continue through September 30, 2026, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

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

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

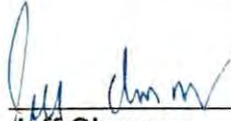
10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers,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

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

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

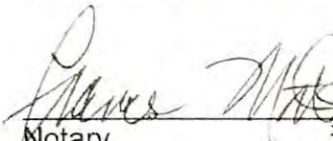
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission



Jeff Clemons
Commission Chairman

Date: 8/27/25



Notary



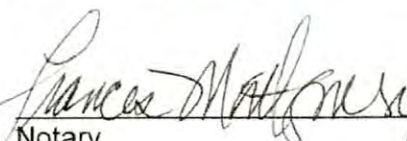
Date: 08-27-2025

Cullman County Commission on Aging



Stephanie Lawson
Director

Date: 8/27/25



Notary



Date: 08-27-2025

REVIEWED BY:



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

29 Sept '25
Date

ATTACHMENT A

Scope of Services

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

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to site by 10:00 a.m. and picked up from site by 1:00 p.m.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$3.29 a mile plus \$15.53 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$3.29 per mile
\$15.53 per hour

2. Payment schedule: Monthly

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

Details Of Compensation

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

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

1. Cost Allocation for incidental service:

\$3.29 per mile
\$15.53 per hour

2. Payment Schedule: monthly

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Stephanie Lawson as liaison to the Cullman County Transportation Steering Committee.

RESOLUTION NUMBER 2025-45
CARTS Third Party Service Contracts – Fiscal Year 2026

RESOLUTION

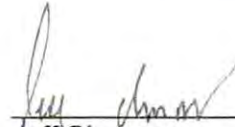
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Further resolved that Cullman County Commission – CARTS authorizes the Cullman County Commission Chairman to execute the aforementioned Agreements and any amendments thereto.

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 23rd day of September, 2025 as shown by the minutes of the meeting in my possession.



Jeff Clemons

Chairman, Cullman County Commission
Title



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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2025, and continue through September 30, 2026, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

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

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

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

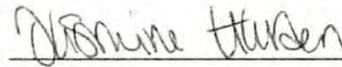
The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

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

Cullman County Commission

Community Action Partnership of North Alabama

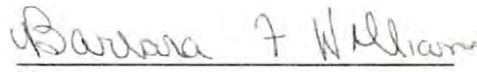

Jeff Clemons
Chairman



Date: 9-24-2025

Date: 8/19/2025


Notary


Notary

Date: 9-24-2025

Date: August 19, 2025



REVIEWED BY:


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



29 Sept '25
Date

ATTACHMENT A

Scope of Services

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

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$3.29 a mile plus \$31.05 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$3.29 per mile

\$31.05 per hour

2. Payment schedule: Monthly

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

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

RESOLUTION NUMBER 2025-45
CARTS Third Party Service Contracts – Fiscal Year 2026

RESOLUTION

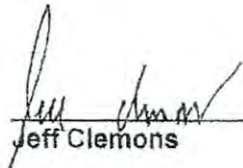
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CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 23rd day of September, 2025 as shown by the minutes of the meeting in my possession.



Jeff Clemons

Chairman, Cullman County Commission
Title



AGREEMENT BETWEEN
***Cullman County Commission
Cullman Area Rural Transportation System***

AND
Cullman Area Chamber of Commerce

RELATIVE TO
TRANSPORTATION SERVICES

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2025, and continue through September 30, 2026, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

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

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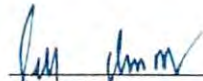
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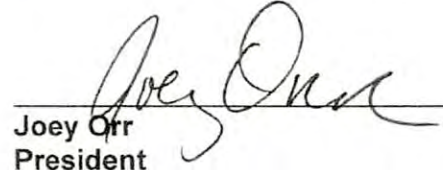
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Cullman County Commission

Cullman Area Chamber of Commerce



Jeff Clemons
Commission Chairman



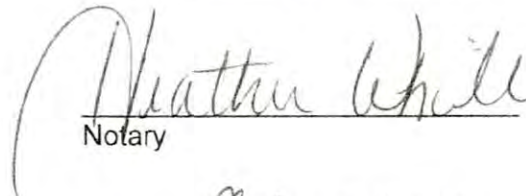
Joey Orr
President

Date: 9-24-2025

Date: 8-26-25



Notary



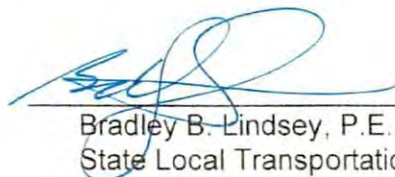
Notary

Date: 9-24-2025

Date: 8-24-2025



REVIEWED BY:



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

29 Sept '25
Date

Heather White
Notary Public, Alabama State At Large
My Commission Expires January 16, 2029

ATTACHMENT A

Scope of Services

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

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

Terms of Compensation

1. Allocated cost rate for transportation service:

\$3.29 per mile

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2. Payment schedule: Monthly

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

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

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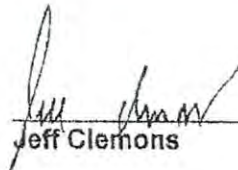
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Chairman, Cullman County Commission
Title



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Cullman Area Rural Transportation System***
AND
United Way of Cullman County
RELATIVE TO
TRANSPORTATION SERVICES

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

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

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

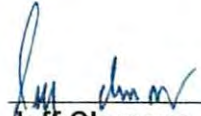
For all claims not subject to Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's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

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

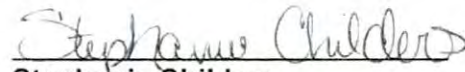
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its review by the State Local Transportation Engineer.

Cullman County Commission

United Way of Cullman County



Jeff Clemons
Commission Chairman



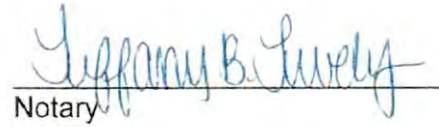
Stephanie Childers
Executive Director

Date: Sept 24, 2025

Date: 8/25/2025



Notary



Notary



Date: 34, 2025
23-2026

Date: 01/28/29

REVIEWED BY:



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



29 Sept '25

Date

ATTACHMENT A

Scope of Services

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

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$3.29 a mile plus \$31.05 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$3.29 per mile

\$31.05 per hour

2. Payment schedule: Monthly

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Stephanie Childers as liaison to the Cullman County Transportation Steering Committee.

RESOLUTION NUMBER 2025-45
CARTS Third Party Service Contracts – Fiscal Year 2026

RESOLUTION

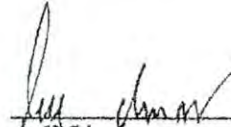
Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2026 for eligible public transportation services.

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

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

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 23rd day of September, 2025 as shown by the minutes of the meeting in my possession.



Jeff Clemons

Chairman, Cullman County Commission
Title



AGREEMENT BETWEEN
Cullman County Commission
Cullman Area Rural Transportation System

AND

Victim's Services

RELATIVE TO
TRANSPORTATION SERVICES

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2025, and continue through September 30, 2026, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

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

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

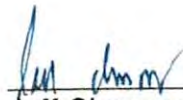
10. **COUNTY to Indemnify:** The **OPERATOR** shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the **OPERATOR** shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers,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

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

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

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

Cullman County Commission



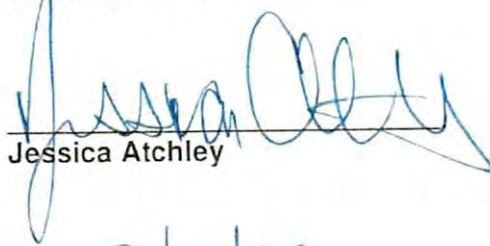
Jeff Clemons
Commission Chairman

Date: Sept. 24, 2025



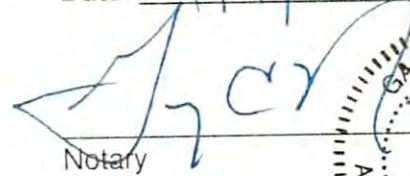
Date: Sept. 24, 2025

Victim's Services



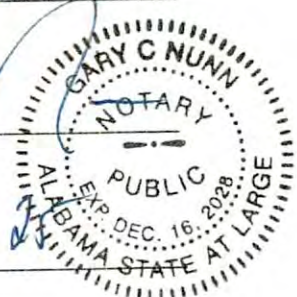
Jessica Atchley

Date: 9/4/25



Notary

Date: 9-4-25



REVIEWED BY:



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

29 Sept '25

Date

ATTACHMENT A

Scope of Services

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

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$3.29 a mile plus \$31.05 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$3.29 per mile

\$31.05 per hour

2. Payment schedule: Monthly

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Jessica Atchley as liaison to the Cullman County Transportation Steering Committee.

RESOLUTION NUMBER 2025-45
CARTS Third Party Service Contracts – Fiscal Year 2026

RESOLUTION

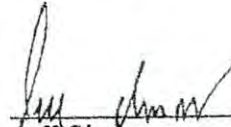
Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2026 for eligible public transportation services.

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

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

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 23rd day of September, 2025 as shown by the minutes of the meeting in my possession.



Jeff Clemons

Chairman, Cullman County Commission
Title



AGREEMENT BETWEEN
Cullman County Commission
Cullman Area Rural Transportation System

AND

WellStone, Inc.

RELATIVE TO
TRANSPORTATION SERVICES

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2025, and continue through September 30, 2026, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this agreement. Reimbursement for shared rides with non-agency clients will

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

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

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

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

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

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

Cullman County Commission

WellStone, Inc.



Jeff Clemons
Commission Chairman



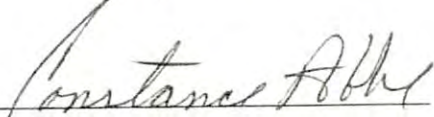
Chief Operating Officer

Date: Sept. 24, 2025

Date: 8/21/25



Notary

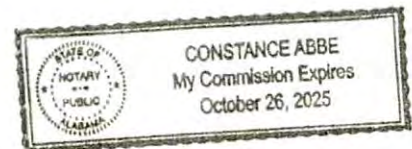


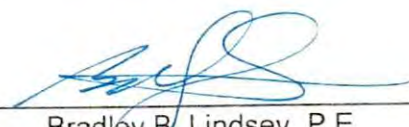
Notary



Date: 8-21-25

REVIEWED BY:





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

29 Sept '25

Date

ATTACHMENT A

Scope of Services

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

1. Service requirements relative to this agreement consist of transporting clients to and from designated pickup points in Cullman County.
2. Services are to be provided Monday through Friday except Holidays throughout the period of this agreement. Clients are to be delivered to and from site as designated on a per trip basis.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$3.29 a mile plus \$31.05 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ride the route to and from all the drop-off points.
7. The driver will keep a record of all clients riding the vehicle each day by name, mileage and run time of route.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$3.29 per mile

\$31.05 per hour

2. Payment schedule: Monthly

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

ATTACHMENT C

TRANSPORTATION STEERING COMMITTEE LIASON APPOINTMENT

The AGENCY hereby appoints Chris Van Dyke as liaison
to the Cullman County Transportation Steering Committee.

RESOLUTION NUMBER 2025-45
CARTS Third Party Service Contracts – Fiscal Year 2026

RESOLUTION

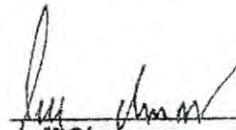
Resolved that Cullman County Commission - CARTS enters into agreement with third party transportation service contracting agencies during Fiscal Year 2026 for eligible public transportation services.

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

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

CERTIFICATION

I hereby certify that the following resolution is a true and correct copy of the resolution presented to and adopted by Cullman County Commission at a duly authorized meeting held on the 23rd day of September, 2025 as shown by the minutes of the meeting in my possession.



Jeff Clemons

Chairman, Cullman County Commission
Title



**ENCOURAGING THE ALABAMA LEGISLATURE TO OPPOSE ANY LEGISLATURE CHANGES THAT
WOULD DISRUPT THE SSUT PROGRAM'S OPERATIONS OR CALL THE PROGRAM'S
CONSTITUTIONALITY INTO QUESTION**

WHEREAS, the Alabama Simplified Seller Use Tax (SSUT) Remittance Act, codified at Section 40-23-191 et seq., Code of Alabama 1975, was enacted in 2015, establishing a process by which the State of Alabama collects use taxes from eligible sellers on behalf of Alabama consumers; and

WHEREAS, in *South Dakota v. Wayfair*, 585 U.S. 162 (2018), the United States Supreme Court held that the State may collect taxes from sellers that have a "substantial nexus" in the State, even where there is no physical presence, provided that the tax does not impose an undue burden on interstate commerce; and

WHEREAS, the SSUT program is designed to fall within the United Supreme Court's guidelines and has been a model for other states across the country; and

WHEREAS, the SSUT program is now under attack by a small group of mayors who have been publicly criticizing the same program that, since its enactment, has provided more than \$4.2 billion in essential revenue to the Alabama General Fund, the Alabama Education Trust Fund, Alabama's 67 county governments, and Alabama's municipal governments; and

WHEREAS, individual counties and municipalities have no constitutionally valid authority to compel online retailers to collect use taxes from Alabama consumers; and

WHEREAS, challenges to and attacks upon the SSUT program place essential revenue at risk for all levels of government and, therefore, are a threat to our State's continued growth.

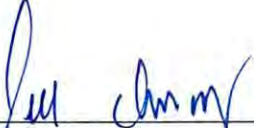
NOW, THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION that the County Commission fully supports the current SSUT program as an efficient, constitutional, and operationally effective process for collecting use taxes due on behalf of Alabama consumers who utilize eligible sellers for delivery of taxable products into Alabama.

BE IT FURTHER RESOLVED BY THE CULLMAN COUNTY COMMISSION that the revenue generated by the SSUT program will continue to support essential governmental services in the county.

BE IT FURTHER RESOLVED BY THE CULLMAN COUNTY COMMISSION that the County Commission fully supports the use of population data to allocate the county portion of the revenue among our State's 67 county governments as is currently provided law.

BE IT FURTHER RESOLVED BY THE CULLMAN COUNTY COMMISSION that the County Commission strongly opposes any legislative efforts to alter the SSUT program in a way that would disrupt its operations or call into question its constitutionality.

IN WITNESS WHEREOF, the County Commission has caused this resolution to be executed in its name and on its behalf by its Chair, on this 23rd day of September, 2025.



Jeff Clemons,
Chairman



Attest: County Clerk



Kerry Watson,
Commissioner



Kelly Duke,
Commissioner



Garry Marchman,
Commissioner



Corey Freeman,
Commissioner

Total: \$0.00

RESOLUTION NO.: 2025-47

A RESOLUTION APPROVING THE VACATION OF COUNTY ROAD 1536

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

WHEREAS, pursuant to Ala. Code § 23-4-2(a) (1975), The Cullman County Commission is required to hold a public hearing, notice of which is required by statute, to propose the vacation, and to allow citizens alleging to be affected an opportunity to be heard prior to taking any official action toward said vacation.

WHEREAS, that Cullman County Road 1536 is to be vacated is more particularly described as follows:

All of County Road 1536, beginning at its southern end at County Road 1534 and ending at its northern end at County Road 1534.

WHEREAS, the owners of the abutting lots or parcels of land to this property are as follows: Samuel D. Black, 1420 County Road 1659, Cullman, Alabama 35058; L.D. Hesterley and Ellen M. Hesterley, 915 County Road 1534, Cullman, Alabama 35058;

WHEREAS, the above-named property owners or their representative was notified by way of a letter dated August 29, 2025, and delivered by the U.S. Mail;

WHEREAS, the Cullman County Commission is duly satisfied that vacating the above-described portion of Cullman County Road 1536 is in the interest of the public;

WHEREAS, the Cullman County Commission is satisfied that vacation of said road will not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property;

NOW THEREFORE, BE IT RESOLVED, pursuant to Title 23-4-2, et. seq. Code of Alabama, 1975 that the above-described portion of Cullman County Road 1536 is hereby vacated.

IT IS FURTHER RESOLVED, that this resolution shall be made a part of the Minutes of Meeting of the Cullman County Commission at which this action has been taken. The Clerk is hereby

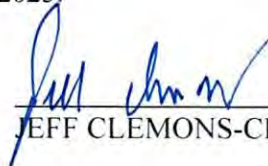
authorized and directed to effectuate such ministerial tasks. Additionally, this resolution shall be filed in the Probate Court of Cullman County by the Clerk of County Commission.

IT IS FURTHER RESOLVED, that the filing of this resolution shall operate as a declaration of the Cullman County Commission's vacation and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part described above.

IT IS FURTHER RESOLVED, that any entity with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred.

IT IS FURTHER RESOLVED, that the Clerk of County Commission is further instructed to publish once in a newspaper in Cullman County no later than Fourteen (14) days after adoption of said resolution.

Dated this the 23rd day of September, 2025.


JEFF CLEMONS-CHAIRMAN

RESOLUTION 2025-48

WHEREAS, under the provisions of Act 2013-211, County Commissions in Alabama are eligible to utilize credit cards as a payment method if specific criteria are followed.

WHEREAS, for purchasing convenience and travel purposes it is at times necessary to utilize credit cards when other forms of payment are not acceptable and,

WHEREAS, the Cullman County Commission desires to follow all applicable State law in the use of any payment method,

NOW, THEREFORE, BE IT RESOLVED, by the Cullman County Commission that the following policy regarding the use of credit cards in accordance with Act 2013-211 shall be followed:

1. Credit card use is primarily for online purchases from vendors who will not accept PO's and the item is not available locally or a significant savings can be obtained by use of the credit card. (note: a P.O. will still be required for internal controls)
2. The law is very specific in stating that the Chief Administrative Officer (County Administrator) will maintain sole possession of the credit card and all requests must be in writing stating the reason for purchasing with a credit card and submitted to the County Administrator for pre-approval. All online purchases will be made in the commission office once approved. The credit card cannot leave the commission office. There is only one credit card assigned for these purchases and it has a \$1,000.00 limit for an individual purchase and a \$5,000.00 per month cap.
3. In summary, no purchases of goods or services with a credit card are authorized unless the above procedure is followed.

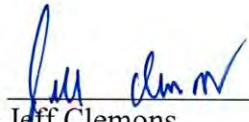
Card Use for Travel Expenses

4. A separate credit card shall be assigned for travel. Procedures for the credit card assigned for travel will remain the same except for one change. They are only to be used for travel outside of the county and only the employee or personnel cost, that is an obligation of the County, should be charged to the credit card. Spouses and other people shall not be charged on the card for any reason. This constitutes issuing credit or a thing of value to an individual and is not allowable under Section 94 of the Constitution of Alabama. This card is also subject to the rules of Act 2013-211, remaining in the custody of the County Administrator and requiring a P.O. and written request for use of the travel card
5. All travel requests requiring the use of the County travel card shall be submitted in writing in advance to the County Administrator.

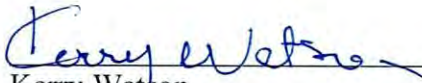
6. Employees may also use a personal card for travel expenses and submit a Travel Expense Reimbursement Form.

THEREFORE, BE IT FURTHER RESOLVED, by the Cullman County Commission that this policy shall be effective immediately upon passage in a regular meeting.

The Cullman County Commission hereby certify that the above is a true and correct copy of a Resolution passed at a regular meeting held on September 23, 2025



Jeff Clemons,
Chairman


Attest: County Clerk

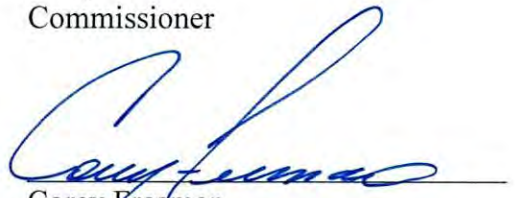
Kerry Watson,
Commissioner



Kelly Duke,
Commissioner



Garry Marchman,
Commissioner



Corey Freeman,
Commissioner

RESOLUTION 2025-49

WHEREAS, Cullman County Commission, requests permission from the Local
(Name of Local Government Unit)
Government Health Insurance Board to participate in the Local Government Health Insurance
Program (*Code of Alabama 1974, Section 11-91A-1, et seq.*); and

WHEREAS, Cullman County Commission agrees to abide by the rules, procedures
(Name of Local Government Unit)
and audit rights established for the Local Government Health Insurance Program by the Local
Government Health Insurance Board; and

WHEREAS, pursuant to the requirements of the HIPAA privacy rules and LGHIB policies,
Cullman County Commission acknowledges it will not have access to claims data; and
(Name of Local Government Unit)

WHEREAS, the information submitted for enrollment into the Local Government Health Insurance
Program has been verified for completeness and accuracy; and

WHEREAS, an application fee is submitted as part of this Application Package as our equity contribution
to the fund's reserves, but does not entitle Cullman County Commission to any
(Name of Local Government Unit)
interest in fund reserves that have accumulated in prior years;

NOW, THEREFORE, BE IT RESOLVED, that Cullman County Commission does
(Name of Local Government Unit)
hereby submit this application package to participate in the Local Government Health Insurance
Program, as administered by the Local Government Health Insurance Board.

ADOPTED AND APPROVED THIS DATE: Cullman County Commission

If signed electronically, I acknowledge and certify the electronic signature process complies with the
Alabama Uniform Electronic Transaction Act and the LGHIB rules outlined in the Administrative Guide.

Jeff Clem
Authorized Person's Signature

Jeff "Clem" Clemms
Type or Print Name

Chairman
Type or Print Title

Resolution 2025-50

WHEREAS, the County of Cullman intends to apply for state and federal matching funds for airport improvement projects for the Cullman Regional Airport during fiscal year 2026

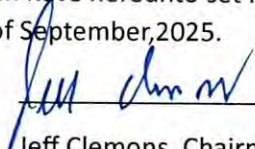
THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION as follows:

1. That the County of Cullman is authorized to make an application for airport improvement funding assistance from the State of Alabama Department of Transportation and the Federal Aviation Administration, for the purpose of undertaking a project in fiscal year 2026 to make improvements at the Cullman Regional Airport.
2. That the application be submitted for and on behalf of the County of Cullman by its Chairman who is authorized by this resolution to sign the application and any related forms or documents on behalf of the County.
3. That the County of Cullman is authorized to enter into an airport improvement funding agreement with the State of Alabama, action by and through the Alabama Department of Transportation, and the Federal Aviation Administration, for the purpose of undertaking a project to make improvements at the Cullman Regional Airport, with partial funding provided by the State of Alabama and the Federal Aviation Administration.
4. That the agreement be executed in the name of the County of Cullman for and on behalf of the County of Cullman by its Chairman.
5. That the authority of the County of Cullman to enter into contracts with the State of Alabama and the Federal Aviation Administration has been reviewed by the County's attorney, and in his/her opinion, the County of Cullman is duly authorized to commit the County of Cullman to an agreement with the Alabama Department of Transportation and Federal Aviation Administration.

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

I, the undersigned qualified and acting as the County Chairman, of the County of Cullman, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County of Cullman named therein, at a regular meeting of such body held on the 23rd day of September, 2025, and that such resolution is on file in the office of the County of Cullman.

IN WITNESS WHEREOF, I Jeff Clemons, County Chairman have hereunto set my hand and affixed the official seal of the County of Cullman on this 23rd day of September, 2025.



Jeff Clemons, Chairman



**FISCAL YEAR 2025-2026
BUDGET
ADOPTED SEPTEMBER 23, 2025**

CULLMAN COUNTY COMMISSION

CULLMAN COUNTY, ALABAMA

2

- Cullman County, Alabama, established in 1877, is in north-central Alabama. The City of Cullman is the largest city and the county seat and is approximately halfway between Birmingham and Huntsville on Interstate 65. The County is made up of 734 square miles and has a 2024 population of 92,604 people. The County Commission serves as the county's administrative body, which is a political subdivision of the State of Alabama. The Chairman and Commissioners are elected county-wide and serve alternating four-year terms.
- The Commissioners have set some priorities including:
 - Restoring Cullman County Roads, Bridges and Infrastructure
 - Recruiting and Retaining high-quality employees
 - Maintaining County buildings and equipment to a high standard
 - Operating Enterprise Funds as efficiently as possible using proven business practices to reduce taxpayer subsidies.

Chairman: Jeff Clemons

Commissioner District 1: Kerry Watson

Commissioner District 2: Garry Marchman

Commissioner District 3: Kelly Duke

Commissioner District 4: Corey Freeman

- The Code of Alabama 1975, Title II, Chapter 8, Section 3, sets out that the county commission must adopt the annual budget no later than October 1st each year. In addition, this section requires that the budgeted expenditures for the year cannot exceed the budgeted revenues. Therefore, the Commission is legally required to pass a balanced budget. The following is the adopted balanced budget for the Cullman County Commission for the fiscal year of October 1, 2025, through September 30, 2026.



THE BUDGET 2025-2026

A budget is the legal planning and management mechanism of a local government. Public policy is formed by legislation, but priorities are defined by a budget. The officially adopted budget is listed next on page 4. The Commission approves the budget at the fund level. This allows for flexibility in daily operations as needs arise. The only changes that require budget amendments are those that would increase the overall expense for a fund. Each departmental budget is made up of three areas: Personnel, Operations and Capital. Administrative policy does not allow for budget transfers to or from the personnel budget. The ongoing priorities are road and infrastructure improvement, facility revitalization and personnel recruiting and retention.

Reserve Balances

GFOA has recommended for many years that general purpose governments maintain unrestricted budgetary fund balance in their general fund of at least two months of regular general fund operating revenues or regular general fund operating expenditures. Under those guidelines, an unrestricted budgetary fund balance of \$5,985,753 would be required for fiscal year 2026. A lower unrestricted fund balance may be appropriate for states and larger governments, such as cities and counties, because they can often better predict contingencies and they typically have diverse revenue streams. While Cullman County has diverse revenue streams, the County Commission has opted to maintain a stronger reserve than required, in order to have funds available to match Federal or State grant opportunities and to be prepared in the case of disaster events on road and bridge infrastructure. This budget includes an unrestricted fund balance "reserve" of \$10,808,945 made up of the fund balance unreserved in Funds 001, 004 and 112.

Highlights

The fiscal year 2026 budget focuses on the priority areas set by the County Commission. This budget includes road expenditures of \$14,151,000 with \$4.4 million for paving materials. It also includes a 5.14% increase for personnel (made up of a 2% COLA and a step of 3.14%) to keep the pay scale competitive. We have budgeted for a major Rural Trails Program Grant for Stony Lonesome OHV Park to provide better accommodations and upgrade the facilities. Cullman County has very limited debt and prioritizes using debt for long-term capital expenditures, especially those that generate funds to pay the debt service and for no longer than the useful life of the item.

				Cullman County									
				Official FY 25-26 Budget									
				Revenues									
Fund Number	Fund Name	Estimated Balance Excl's CD's	Current Yr Revenue	Transfers In	Total Revenue	Current Yr Expenses	Transfers Out	Total Expense	Estimated Ending Balance Incl's CD's	Increase (Decrease) Cash			
001	General	5,278,000	35,914,519	0	35,914,519	30,771,102	5,143,417	35,914,519	5,278,000	0			
002	Contingency Fund	500	0	0	0	0	0	0	500	0			
004	93 Sales Tax- Res.	3,415,473	65,000	0	65,000	0	0	0	3,480,473	65,000			
029	Pistol Permit Revenue L	347,036	100,000	0	100,000	50,000	0	50,000	397,036	50,000			
031	Opioid Settlement Fund	225,550	100,000	0	100,000	197,645	0	197,645	127,905	(97,645)			
110	Service For COA	0	55,550	0	55,550	55,550	0	55,550	0	0			
111	Gasoline Fund	50,000	7,236,000	4,957,000	12,193,000	12,193,000	0	12,193,000	50,000	0			
112	Public Building, Roads, E	2,744,930	4,116,184	0	4,116,184	250,000	3,000,000	3,250,000	3,611,114	866,184			
113	Public Hwy & Traffic	41,542	515,000	0	515,000	0	515,000	515,000	41,542	0			
116	Capital Improvement	1,254,168	477,063	0	477,063	200,000	442,000	642,000	1,089,231	(164,937)			
117	RRR Gasoline	0	1,245,000	413,860	1,658,860	1,658,860	0	1,658,860	0	0			
118	Secondary Road	0	413,860	0	413,860	0	413,860	413,860	0	0			
120	Reappraisal	0	1,897,988	0	1,897,988	1,897,988	0	1,897,988	0	0			
123	Tourism Fund	59,265	0	0	0	19,265	0	19,265	40,000	(19,265)			
124	C.O.A. Fund	270,000	65,000	1,219,953	1,284,953	1,284,953	0	1,284,953	270,000	0			
125	Juvenile Probation	2,441	44,000	294,519	338,519	318,519	0	318,519	22,441	20,000			
126	Program & Subsidance	138,683	25,000	0	25,000	6,000	10,000	16,000	147,683	9,000			
127	Day Treatment Prog.	0	25,000	0	25,000	6,000	10,000	16,000	9,000	0			
128	Work Release	0	122,193	0	122,193	109,552	0	109,552	12,641	12,641			
129	Law Library	40,000	19,000	0	19,000	19,000	0	19,000	40,000	0			
135	Economic Development	140,000	12,500	360,842	373,342	373,342	0	373,342	140,000	0			
136	Motor Vehicle Special	36,311	3,000	0	3,000	3,000	0	3,000	36,311	0			
150	CARTS Escrow	9,713	1,666,882	397,971	2,064,853	2,064,853	0	2,064,853	9,713	0			
155	C.A.R.T.S.	849,387	1,326,663	834,637	2,161,300	2,138,500	397,971	2,536,471	474,216	(375,171)			
156	Special Probate fund	41,936	17,000	0	17,000	17,000	0	17,000	41,936	0			
166	Sheriff's General Fund	36,444	7,500	0	7,500	7,500	0	7,500	36,444	0			
201	Judicial Jail Const.	214,785	0	0	0	214,785	0	214,785	0	(214,785)			
220	County Rebuild Alabama	0	1,558,000	0	1,558,000	1,558,000	0	1,558,000	0	0			
221	Federal Aid Exchange	0	400,000	0	400,000	400,000	0	400,000	0	0			
250	CARES Act	210,000	0	0	0	0	20,000	20,000	190,000	(20,000)			
280	RTP Grant 2025	0	712,000	0	712,000	712,000	0	712,000	0	0			
298	Coronavirus Rescue Act	249,521	0	0	0	249,521	0	249,521	0	(249,521)			
299	Coronavirus Rescue Act	443,826	0	0	0	443,826	0	443,826	0	(443,826)			
765	District Attorney	68,575	20,000	0	20,000	15,000	0	15,000	73,575	5,000			
770	Worthless Check Fee	15,000	35,000	0	35,000	35,000	0	35,000	15,000	0			
Total Governmental Funds				16,183,086	58,194,902	8,478,782	66,673,684	57,269,761	9,952,248	15,634,761	(548,325)		
Proprietary Funds													
511	Sanitation	419,221	9,125,000	0	9,125,000	8,970,116	0	8,970,116	574,105	154,884			
512-516	Parks	648,719	1,451,441	1,834,308	3,285,749	3,292,780	0	3,292,780	641,688	(7,031)			
520	Water	700,000	17,868,963	0	17,868,963	17,868,963	0	17,868,963	700,000	0			
Total Proprietary Funds				1,767,940	28,445,404	1,834,308	30,279,712	30,131,859	0	1,915,793	147,853		
Total Budget - FY 24-25				17,951,026	86,640,306	10,313,090	96,953,396	87,401,620	9,952,248	17,550,554	(400,472)		

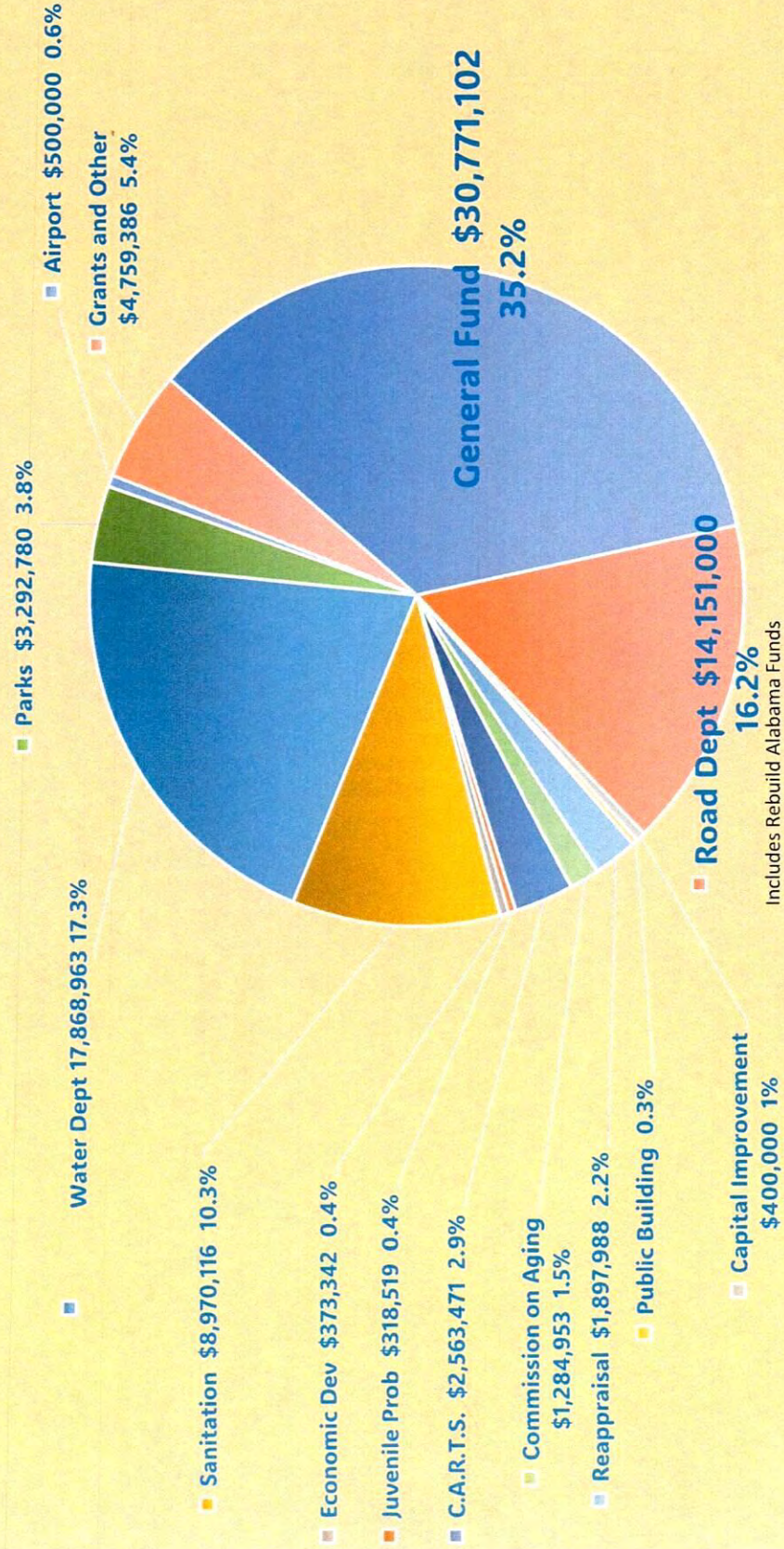
	FY 25-26 Budget	FY 24-25 Budget	FY 23-24 Budget	Variance Inc(Dec)
General Fund-(incl's transfers to other dept's of approx \$4.5mil) Less trf's to other departments	36,914,519 (5,143,417)	33,736,306 (5,185,473)	31,467,929 (4,499,695)	3,178,213 (42,056)
Road Department(incl's RRR, Pub Hwy, Sec Rds & Severence)	12,193,000	12,698,937	10,488,240	(505,937)
Rebuild Alabama	1,558,000	1,334,323	1,364,000	223,677
Federal Aid Exchange	400,000	400,000	400,000	0
Public Building	3,250,000	3,336,000	3,250,000	(86,000)
Capital Improvement Fund	642,000	376,299	475,000	265,701
Reappraisal	1,897,988	1,898,324	1,843,794	(336)
Commission On Aging	1,284,953	1,193,459	1,166,558	91,494
C.A.R.T.S.	2,536,471	2,213,342	2,472,812	323,129
State Juvenile Probation Dept	318,519	370,851	401,414	(52,332)
Economic Development	373,342	442,056	363,993	(68,714)
Sanitation	8,970,116	8,400,000	8,350,000	570,116
Parks-Smith Lake, Sportsman Lake, Clarkston & OHV	3,292,780	3,181,360	2,709,767	111,420
Water	16,500,000	15,424,500	14,690,360	1,075,500
Airport Operations	250,000	250,000	245,000	0
Airport Capital	250,000	250,000	0	0

FY 2026 Total Budget

\$87,401,620

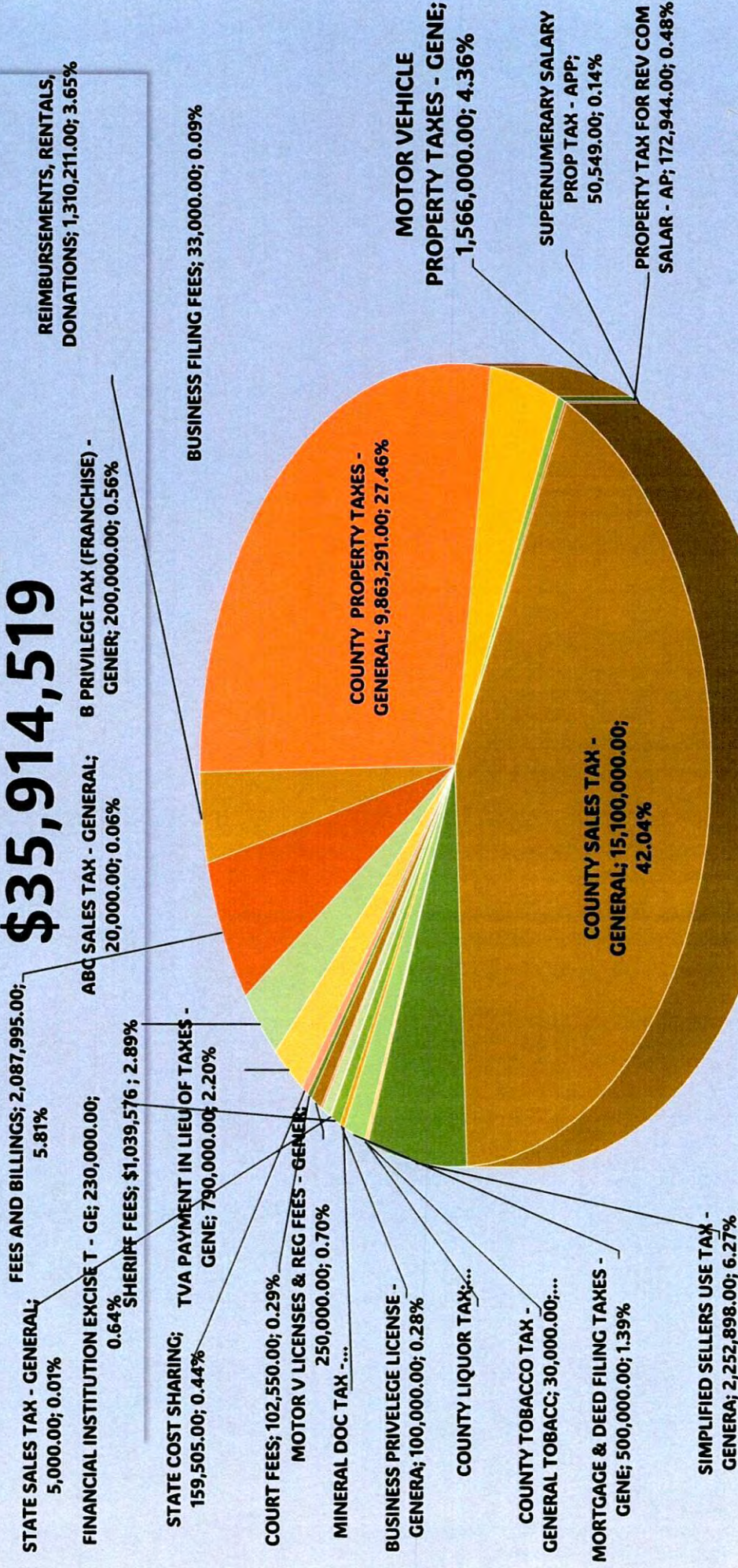
* excludes transfers

- General Fund
- Road Dept
- Capital Improvement
- Public Building
- Reappraisal
- Commission on Aging
- C.A.R.T.S.
- Juvenile Prob
- Economic Dev
- Sanitation
- Water Dept
- Parks
- Airport
- Grants and Other



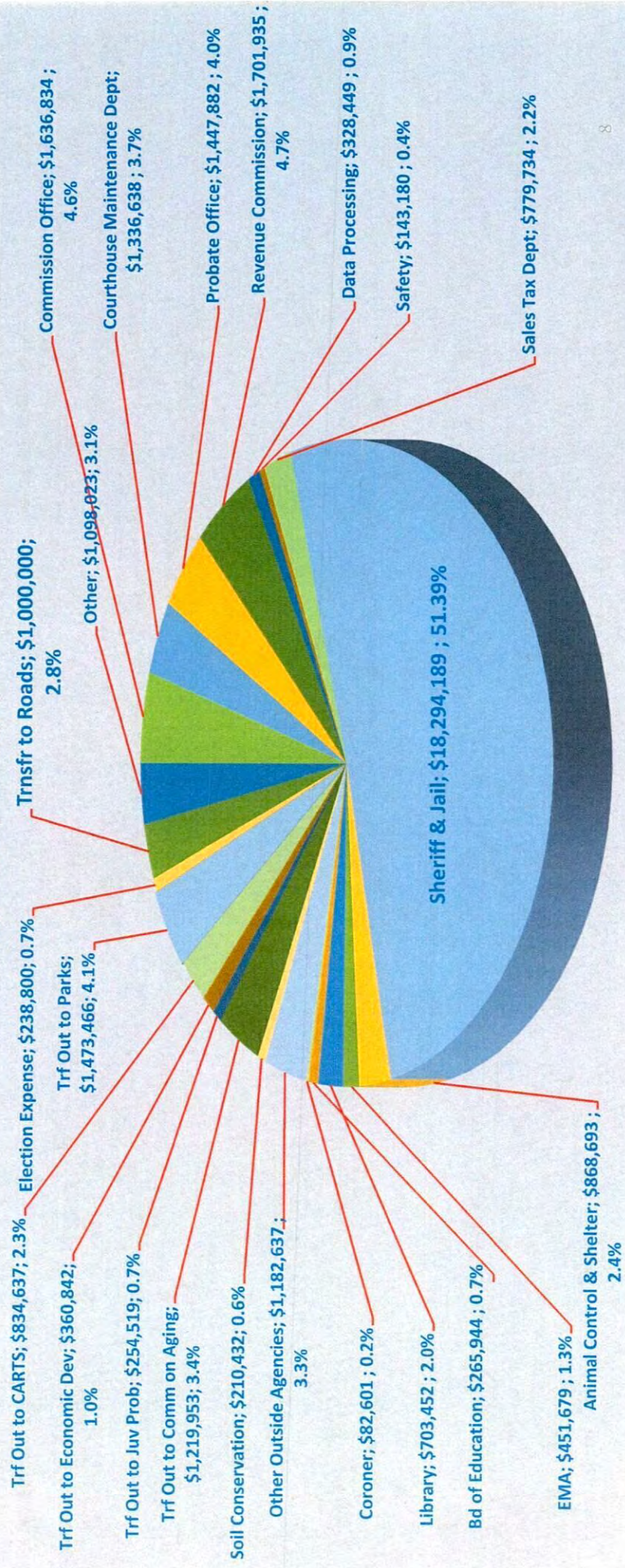
General Fund FY 2026 Budgeted Revenue

\$35,914,519



General Fund FY 2026 Budgeted Expense

\$35,914,519



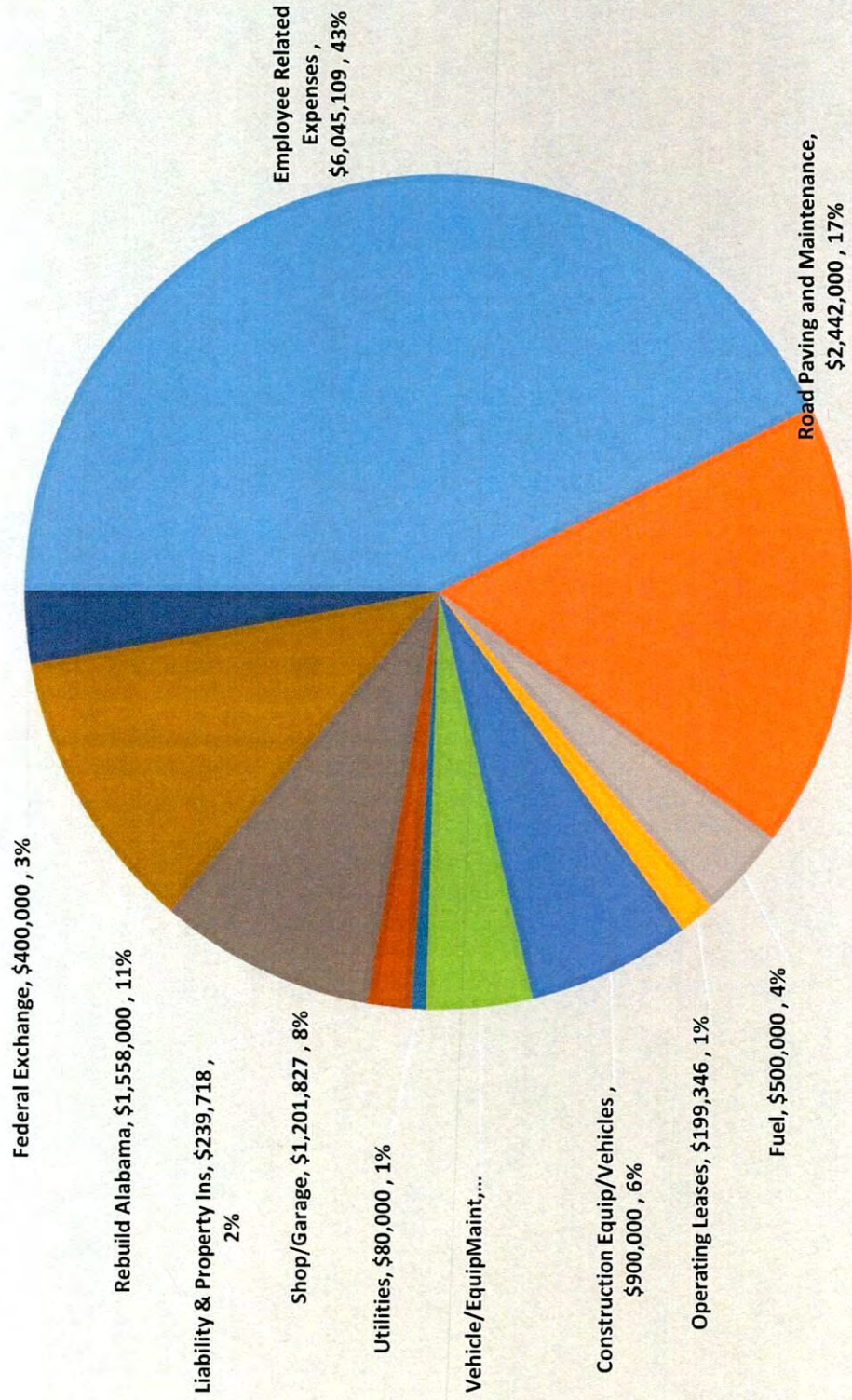
CULLMAN COUNTY ROADS BUDGET FY 2026

Operating Leases
Liability & Property Ins
Other

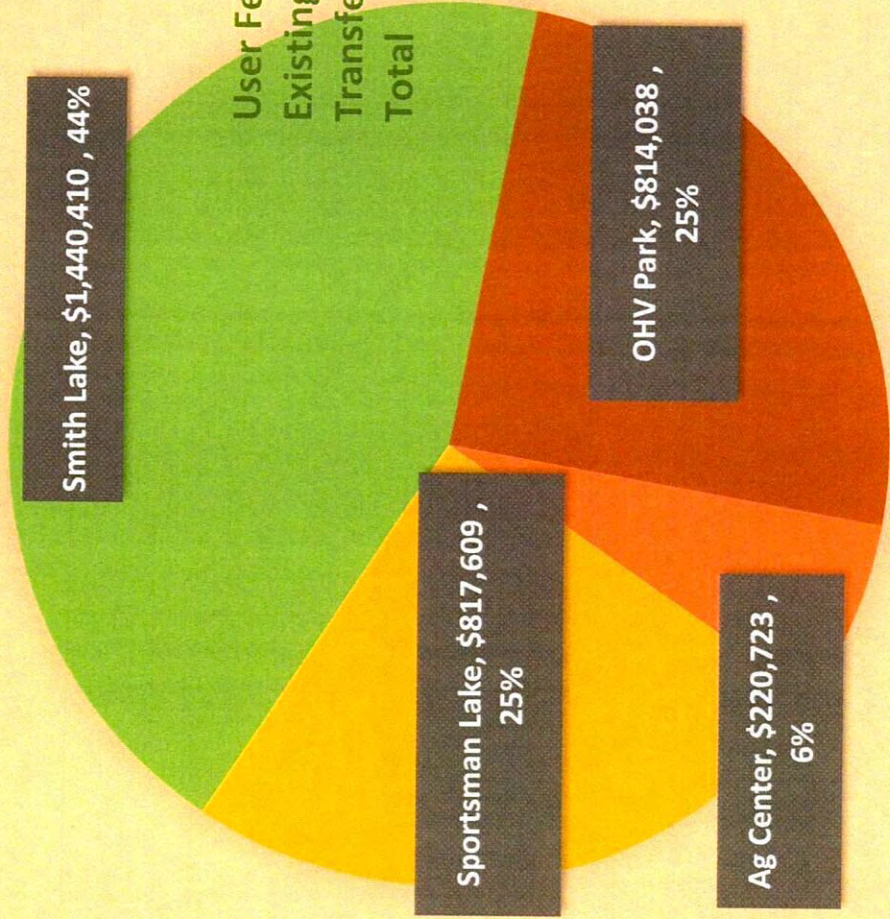
Fuel
Utilities
Federal Exchange

Road Paving and Maintenance
Vehicle/EquipMaint
Rebuild Alabama

Employee Related Expenses
Construction Equip/Vehicles
Shop/Garage



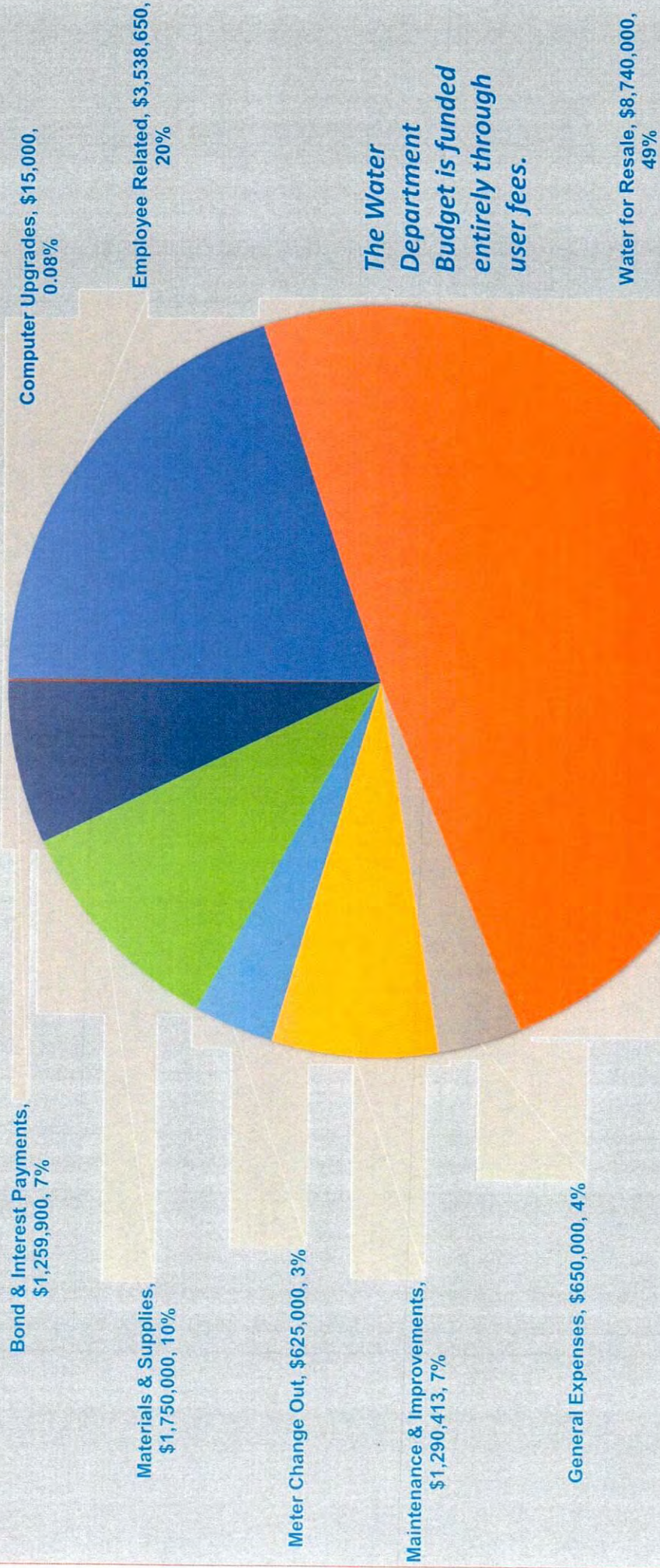
CULLMAN COUNTY PARKS SYSTEM- FY 2026 Budget



Revenue Sources

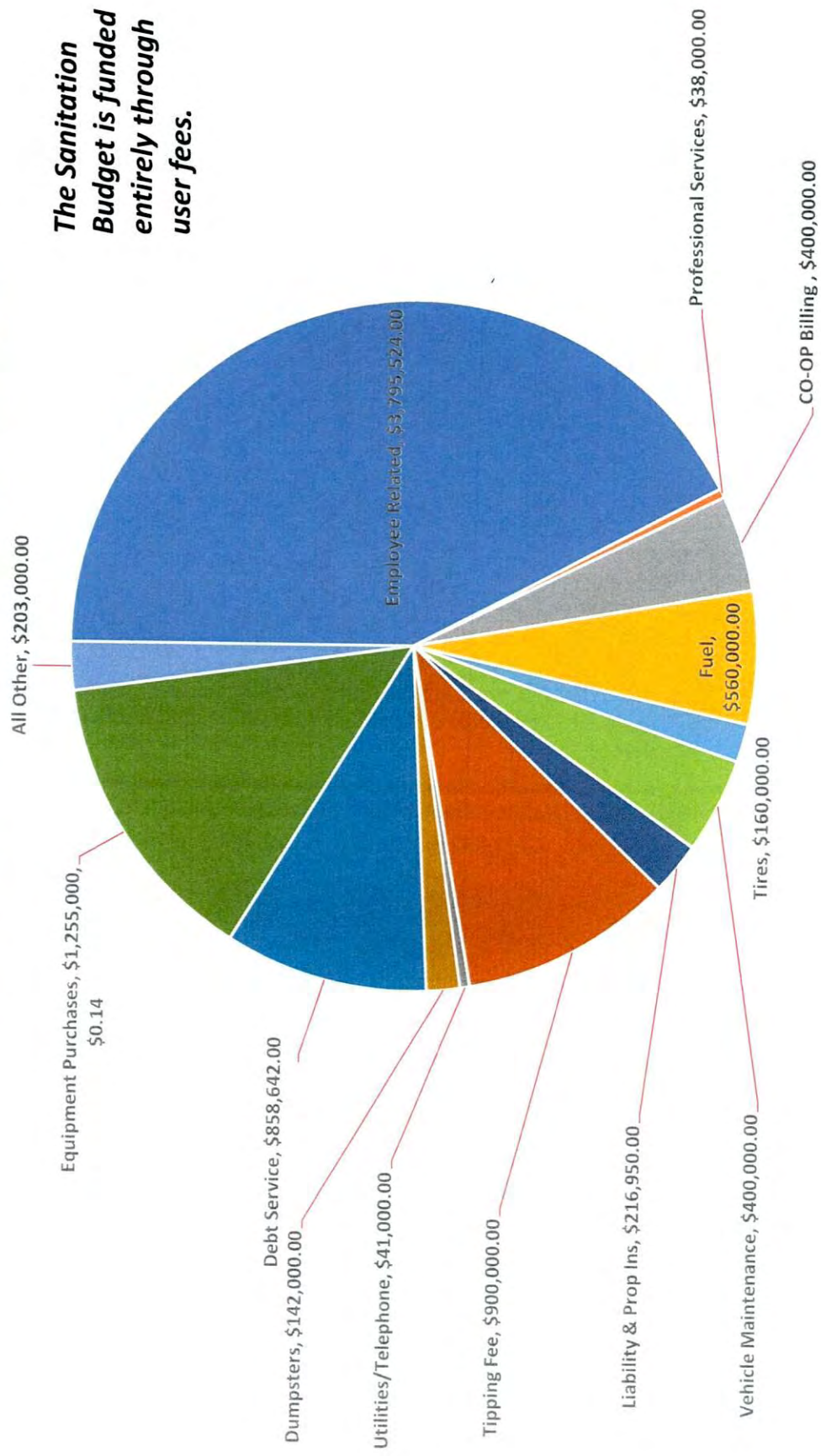
User Fees	\$1,451,441	44.08%
Existing Cash Balance	\$360,447	10.95%
Transfer From General	\$1,480,892	44.97%
Total	\$3,292,780	100.00%

FY 2026 Water Department Budget



FY 2026 Sanitation Expense Budget

The Sanitation Budget is funded entirely through user fees.



Appropriations To Outside Agencies

Cullman Elks Veterans Committee	18,000.00	18,000.00	18,000.00	18,000.00
Cullman Festhalle Market Platz Committee Promotion	3,000.00	3,000.00	3,000.00	3,000.00
Industrial Development Board	100,000.00	100,000.00	100,000.00	100,000.00
Soil Conservation	228,337.00	200,719.00	200,719.00	197,849.00
Forestry	24,000.00	24,000.00	24,000.00	24,000.00
Airport- Operations	250,000.00	250,000.00	245,000.00	245,000.00
Vol Fire Department	109,000.00	109,000.00	109,000.00	109,000.00
Health Dept- AL Public Health	100,000.00	80,000.00	75,000.00	72,000.00
Cullman Area Mental Health	29,000.00	29,000.00	29,000.00	29,000.00
Chamber of Commerce- membership through CCEDC	5,000.00	5,000.00	5,000.00	5,000.00
Developmentally Disabled-Cullman 310 Authority	60,000.00	60,000.00	60,000.00	60,000.00
Board of Education	148,000.00	148,000.00	148,000.00	148,000.00
Extension Service	45,000.00	45,000.00	45,000.00	40,000.00
Victim Services of Cullman	2,000.00	1,000.00	1,000.00	1,000.00
Agriplex- request for Extension rent upon completion of building	30,000.00	30,000.00	7,500.00	5,000.00
Foster Grandparent(Community Action)	1,000.00	1,000.00	1,000.00	1,000.00
United Way	2,500.00	2,500.00	2,500.00	2,500.00
Good Samaritan Health Clinic	3,000.00	3,000.00	1,000.00	1,000.00
Child Advocacy Center of Cullman	1,000.00	1,000.00	1,000.00	1,000.00
Lighthouse	1,000.00	-	1,000.00	1,000.00
Friends of the Public Library	5,000.00	5,000.00	5,000.00	5,000.00
Farm-City	300.00	300.00	300.00	300.00
VFW Heroes Dinner	500.00	500.00	500.00	500.00
VFW SGB Shot	12,000.00	12,000.00	12,000.00	12,000.00
Project Lifesaver	5,000.00	5,000.00	-	-
Total	1,182,637.00	1,133,019.00	1,094,519.00	1,081,149.00



An Independent Licensee of the
Blue Cross and Blue Shield Association

Amendment To Enrollment Agreement Customized BCBSAL Plan

Group Name: Cullman County Commission
Corporate Code: 297360001
Effective Date: 10/1/2025
Primary Group Number(s): 29736

Financial: Self Funded
Document Type: Renewal
Benefit Pattern: CULLMAN COUNTY COMMISSION

PHYSICAL ADDRESS

Address 1: 500 2Nd Ave Sw
Address 2:
County: Cullman
County Code: 22

City: Cullman
State: AL
Zip: 35055-4155

BILLING ADDRESS

Address 1: 500 2Nd Ave Sw
Address 2:
County: Cullman

City: Cullman
State: AL
Zip: 35055-4155

GROUP CONTACTS

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

BCBSAL REPRESENTATIVES

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

County: Cullman
Group IRS ID Number: 636001496

District Office: Birmingham

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

Grandfathered Status

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

HSA HDHP Status

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

Group Benefit Structure

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

Financial Updates

Independent Dispute Resolution

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

Administration Fees

\$62.15 per contract.

In the event of termination of the plan, the retention on paid claims during the run-out period will be 8.80% for Health.

COBRA

Monthly COBRA Premiums

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

Rates are forthcoming.

Inter-Plan Arrangements-Out of Area Services

Prepayment Review & Return of Overpayments

Prepayment review activities from a Host Blue can arise in several ways including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits. The Host Blue may bill Claims Administrator a percentage of identified savings and in some cases may engage a third party to perform these activities on its behalf.

Recoveries from a Host Blue or its participating providers from post-payment review activities can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits/healthcare provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recovery amounts determined in the ways noted above will be applied in general, on either a claim-by-claim or retrospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Claim Administrator, they will be credited to Employer's account. When a Host Blue identifies and collects these recovery amounts, the Host Blue may bill Claims Administrator for their recovery services. In some cases, the Host Blue may engage a third party to assist in identification or collection of recovery amounts.

Claims Administrator may charge a portion of the savings identified to cover program cost, and these retained savings will appear on the billing statement as a percent of overall program charges.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Claims Administrator will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim for such member. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or participating provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its participating providers, notwithstanding to the contrary any other provision of this agreement.

Special Instructions

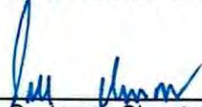
Admin Fees:

Health: \$62.15 PCPM run out: 8.80%

Dental: \$3.92 PCPM; run out: 8.80%

All other arrangements remain the same.

Riders and codes are for internal use only.

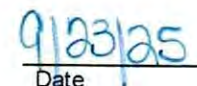


Customer Signature
Authorized Representative

Commission Chairman



Title



Date

Barry Ellis

Blue Cross and Blue Shield of Alabama
Representative

District Account Manager

Title

9/24/2025

Date

Exhibit B
Group Benefit Structure

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

29736	R00, R01, 000, 001, 002, 003, 004, 005, 006, 007, 008, 009, 00S, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 027, 028, 029, 030, 031
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**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE LOCAL GOVERNMENT HEALTH
INSURANCE BOARD AND**

Cullman County Commission

This Agreement as made and entered into this 23rd day of September, 2025 by and between the Local Government Health Insurance Board (475 Technacenter Drive, Montgomery, Alabama 36117), on behalf of the Local Government Health Insurance Plan, hereinafter collectively designated as "Covered Entities", and Cullman County Commission hereinafter designated as "Business Associate".

WHEREAS, Covered Entities and Business Associate desire and are committed to complying with all relevant federal and state law with respect to the confidentiality and security of Protected Health Information (PHI), including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996, and accompanying regulations, as amended from time to time (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and any regulations promulgated thereunder.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and intending to establish a business associate relationship under 45 C.F.R. § 164, the parties hereby agree as follows:

I. Definitions

- a. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Cullman County Commission.
- b. "Breach" shall have the same meaning as the term "breach" set out in 45 C.F.R. § 164.402.
- c. "C.F.R." means the Code of Federal Regulations. A reference to a C.F.R. section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.

- d. "Compliance Date(s)" shall mean the date(s) established by the Secretary or the United States Congress as the effective date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.
- e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501 and shall include a group of records that is: (i) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for Covered Entities or (2) used, in whole or in part, by or for Covered Entities to make decisions about Individuals.
- f. "Electronic Protected Health Information" (EPHI) shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information received from, or created on behalf of, Covered Entities by Business Associate.
- g. "HITECH Standards" shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder.
- h. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164, subparts A and E.
- j. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information received from, or created on behalf of, Covered Entities by Business Associate.
- k. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- l. "Security Incident" shall have the same meanings as the term "security incident" in 45 C.F.R. § 164.304.
- m. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160 and 164, subparts A and C.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH Standards.

II. Obligations of Business Associate

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure and comply with 45 C.F.R. §§ 164.502(b) and 514(d).
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the Security Rule.
- c. Business Associate agrees to report to Covered Entities any use or disclosure of PHI, other than as provided for by this Agreement, promptly after Business Associate has actual knowledge of such use or disclosure, and to report promptly to the Covered Entities all Security Incidents of which it becomes aware as determined by Business Associate except that, for purposes of this Security Incident reporting requirement, the term "Security Incident" shall not include unsuccessful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system of which it becomes aware as determined by Business Associate. Following the discovery of a breach of unsecured PHI, Business Associate shall notify Covered Entities of such breach without unreasonable delay, and in no event later than 30 calendar days after such discovery. The notification will include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the breach. A breach shall be treated as discovered as of the first day on which such breach is known or reasonably should have been known to Business Associate. Any notices required to be delivered by Covered Entities hereunder shall be at the expense of the Business Associate.

- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this agreement or applicable regulations.
- e. Business Associate agrees to ensure access to ePHI is limited to workforce members who require such access because of their role or function.
- f. Business Associate agrees to implement safeguards to prevent its workforce members who are not authorized to have access to such ePHI from obtaining access and to otherwise ensure compliance by its workforce with the Security Rule.
- g. Within 15 business days of receiving a request from Covered Entities, Business Associate agrees to implement restrictions on use or disclosure of PHI agreed to by the Covered Entities on behalf of an Individual in accordance with 45 C.F.R. § 164.522(a).
- h. Within 15 business days of receiving a request from Covered Entities, Business Associate agrees to honor requests for alternative communications agreed to by Covered Entities on behalf of an individual in accordance with 45 C.F.R. § 164.522(b).
- i. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, including agreeing in writing to implement the same reasonable and appropriate safeguards that apply to Business Associate to protect the Covered Entities' ePHI.
- j. If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make available to Covered Entities, within a reasonable time, such information as Covered Entities may require to fulfill Covered Entities' obligations to respond to a request for access to PHI as provided under 45 C.F.R. § 164.524 or to respond to a request to amend PHI as required under 45 C.F.R. § 164.526. Business Associate shall refer to Covered Entities all such requests that Business Associate may receive from Individuals. If Covered Entities request Business Associate to amend PHI in Business Associate's possession in order to comply with 45 C.F.R. § 164.526, Business Associate shall effectuate such

amendments no later than the date they are required to be made by 45 C.F.R. § 164.526; provided that if Business Associate receives such a request from Covered Entities less than 10 business days prior to such date, Business Associate will effectuate such amendments as soon as is reasonably practicable.

- k. If applicable, Business Associate agrees to provide to Covered Entities, within a reasonable time, such information necessary to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures as provided under 45 C.F.R. § 164.528. Business Associate shall refer to Covered Entities all such requests which Business Associate may receive from individuals.
- l. Upon reasonable notice, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services, or an officer or employee of that Department to whom relevant authority has been delegated, at Covered Entities' expense in a reasonable time and manner, for purposes of the Secretary determining Covered Entities' compliance with the Privacy Rule.
- m. Notwithstanding any other provision in this agreement, Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entities, Business Associate will comply with the HITECH Business Associate provisions and with the obligations of a Business Associate as prescribed by HIPAA and the HITECH Act. Business Associate and the Covered Entities further agree that the provisions of HIPAA and the HITECH Act that apply to Business Associates, and that are required to be incorporated by reference in a Business Associate Agreement, are incorporated into this agreement between Business Associate and Covered Entities as if set forth in this agreement in their entirety.

III. Permitted uses and disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may:

- a. Use or disclose PHI on behalf of the Covered Entities, if such use or disclosure of PHI would not violate the Privacy Rule, including the minimum necessary standard, if done by the Covered Entities.
- b. Use or disclose PHI to perform the services outlined in any and all services agreements, or other contracts, entered into between Covered Entities and Business Associate.

- c. Use PHI for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate.
- d. Disclose PHI for the proper management and administration of Business Associate, or to fulfill any present or future legal responsibilities of Business Associate, provided that such disclosure is either required by law or Business Associate obtains reasonable assurances from any person to whom PHI is disclosed that such person will: (i) keep such information confidential, (ii) use or further disclose such information only for the purpose for which it was disclosed to such person or as required by law, and (iii) notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- e. Use PHI to provide data aggregation services relating to the health care operations of the Covered Entities, as provided in 45 C.F.R. § 164.501.
- f. To create de-identified data, provided that the Business Associate de-identifies the information in accordance with the Privacy Rule. De-identified information does not constitute PHI and is not subject to the terms and conditions of this Agreement.
- g. Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

IV. Obligations of Covered Entities

- a. Covered Entities shall notify Business Associate of any facts or circumstances that affect Business Associate's use or disclosure of PHI. Such facts and circumstances include, but are not limited to: (i) any limitation or change in Covered Entities' notice of privacy practices, (ii) any changes in, or withdrawal of, an authorization provided to Covered Entities by an Individual pursuant to 45 C.F.R. § 164.508; and (iii) any restriction to the use or disclosure of PHI that Covered Entities has agreed to in accordance with 45 C.F.R. § 164.522.
- b. Covered Entities warrant that they will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or is not otherwise authorized or permitted under this Agreement.
- c. Covered Entities acknowledge and agree that the Privacy Rules allow the Covered Entities to permit Business Associate to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan

documents have been amended to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a Business Associate, any PHI to the Plan Sponsor.

- d. Covered Entities agree that they will have entered into Business Associate Agreements with any third parties to whom Covered Entities direct and authorize Business Associate to disclose PHI.

V. Effective date: termination

- a. The effective date of this agreement shall be the date this agreement is signed by the parties.
- b. This agreement shall terminate on the date Business Associate ceases to be obligated to perform the functions, activities, and services described in Article III Sections A and B.
- c. Upon Covered Entities' knowledge of a material breach by Business Associate of this Agreement, Covered Entities shall notify Business Associate of such breach and Business Associate shall have 30 days to cure such breach. In the event Business Associate does not cure the breach, or cure is infeasible, Covered Entities shall have the right to immediately terminate this Agreement and any underlying services agreement. If cure of the material breach is infeasible, Covered Entities shall report the violation to the Secretary.
- d. Upon termination of this agreement, Business Associate will return to Covered Entities, or if return is not feasible, destroy, any and all PHI that it created or received on behalf of Covered Entities and retain no copies thereof. If the return or destruction of the PHI is determined by Business Associate not to be feasible, or if Business Associate is required by law to retain such information or copies thereof, Business Associate will maintain the PHI for the period of time required under applicable law, or in accordance with Business Associate's internal record retention schedule as in effect from time to time, whichever is longer, after which time Business Associate shall return or destroy the PHI.

- e. Business Associate's obligations under Sections II and III above shall survive the termination of this agreement with respect to any PHI so long as it remains in the possession of Business Associate.

VI. Other provisions

- a. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the Privacy and Security Rules and the HITECH Standards. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. If the parties are unable to reach agreement regarding an amendment within 30 days of the date that Business Associate receives any written objection from Covered Entities, either party may terminate this Agreement upon 90 days written notice to the other party. Any other amendment to the Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.
- b. Except as it relates to the use, security and disclosure of PHI and electronic transactions, this agreement is not intended to change the terms and conditions, or the rights and obligations, of the parties under any other services agreement between them.
- c. Business Associate agrees to defend, indemnify and hold harmless Covered Entities, their affiliates and directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, fines, government investigations, proceedings, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted, or for which it may now or hereafter become subject, arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on its part under this agreement; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of, or in any way connected with, Business Associate's performance under this agreement.
- d. Nothing express or implied in this agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entities, Business

Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- e. The parties are and shall be independent contractors to one another, and nothing in this agreement shall be deemed to cause this agreement to create an agency, partnership, or joint venture between the parties. Except as expressly provided herein, neither party shall be liable for any debts, accounts, obligations, or other liabilities of the other party.
- f. Any ambiguity in this agreement shall be resolved in favor of a meaning that permits the Covered Entities to comply with the Privacy and Security Rules and the HITECH Standards.
- g. If any provision of this Agreement is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable.
- h. This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama to the extent not preempted by the privacy or security or other applicable federal law.
- i. This Agreement replaces and supersedes in its (their) entirety any prior Business Associate Agreement(s) between the parties.

In witness whereof, this agreement has been signed and delivered as of the date first set forth above.

**Local Government Health
Insurance Board**



By: David C. Hilyer

As its: Chief Executive Officer

Cullman County Commission



By: Jeff Clemons

As its: Chairman



Companion Life Insurance Company
Post Office Box 100102
Columbia, South Carolina 29202
(803) 735-1251

**APPLICATION
FOR
AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE**

Application is hereby made to the Companion Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Full Legal Name of Applicant:

Cullman County Commission

2. Address:

500 2nd Ave SW City: Cullman State: AL Zip Code: 35055

3. If Employee Benefit Plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal name and addresses of such companies:

4. Enter the full name of Your Employee Benefit Plan(s) - (A copy of such Employee Benefit Plan(s) must be attached.)

5. Name and address of Designated Administrator:

Blue Cross Blue Shield of Alabama-450 Riverchase Pkwy East, Birmingham, AL 35244

6. Effective Date: October 1, 2025

7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

Employee Only	188
Family	333

8. **GENERAL SCHEDULE OPTIONS:**

- (a) Contract Period: 10/01/2025 to: 09/30/2026
- (b) Disabled Persons ☒ are ☐ are not covered.
Retired Employees ☒ are ☐ are not covered.
- (c) Aggregate Benefit ☒ Yes ☐ No

Aggregate Contract Basis: Employee Benefit Plan Expenses must be:
Incurred from 10/01/2024 through 09/30/2026, and
Paid from 10/01/2025 through 09/30/2026.

Aggregate Eligible Claim Payments include:
☒ Medical ☒ Prescription Card Service
☐ Dental Care ☐ Weekly (Disability) Income
☐ Vision Care ☐ Other

Aggregate Monthly Factor

Employee Only	\$1,023.61
Family	\$2,738.48

Aggregate Payable Percentage (excess of Deductible): 100%
Maximum Eligible Claim Expense Per Covered Person: \$150,000
Minimum Aggregate Deductible: \$13,252,230
Maximum Aggregate Benefit (excess of Deductible): \$1,000,000

- Monthly Aggregate Accommodation ☐ Yes ☒ No
- Aggregate Terminal Liability ☐ Yes ☒ No
- (d) Specific Benefit ☒ Yes ☐ No

Specific Contract Basis: Employee Benefit Plan expenses must be:
Incurred from: 10/01/2024 through 09/30/2026.
Paid from: 10/01/2025 through 09/30/2026.

Claims Incurred prior to the Contract Effective Date are Limited to: N/A

Specific Eligible Claim Payments include: ☒ Medical ☒ Prescription Drugs
☐ Dental Care ☐ Weekly (Disability) Income
☐ Vision Care ☐ Other

Specific Deductible (per Covered Person): \$150,000
Specific Deductible for the following Covered Person(s) will apply:
Larry Tuggle \$350,000
Laura Benton \$215,000
Stanle Young \$375,000
Tonya Clark \$290,000

Aggregating Specific Deductible	[X] Yes	[] No
Aggregating Specific Deductible	\$75,000	
Specific Payable Percentage (excess of Deductible):	100%	
Maximum Specific Benefit (per Covered Person in excess of Specific Deductible):	Unlimited	
(e) Simultaneous Specific Reimbursement	[X] Yes	[] No

9. **PREMIUMS:**

(a) Aggregate Premium per month:

Composite	\$5.29
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Total Minimum Annual Aggregate Premium: N/A

Monthly Aggregate Accommodation:

Annual Premium in Advance: N/A

Aggregate Terminal Liability:

Annual Premium in Advance: N/A

(b) Specific Premium Per Month:

Employee Only	\$71.20
Family	\$167.70

Specific Terminal Liability:

Minimum Monthly Specific Premium: N/A

10. **SPECIAL RISK LIMITATIONS:**

Contract will be based upon the current Employee benefits as defined in the Employee Benefit Plan by reference or by attachment, except as noted below:

Specific:	<u>Gene Therapy Treatment that is not FDA approved is excluded from coverage under the Stop Loss Policy.</u>
Aggregate:	<u>Gene Therapy Treatment that is not FDA approved is excluded from coverage under the Stop Loss Policy.</u>

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
- (b) If the Schedule shows Disabled Persons are not covered, no benefits will be Paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a Disabled Person until:
 - (1) an Employee, returns to active, full-time employment for at least one full working day; or
 - (2) a Dependent or Continuation Beneficiary, is able to perform the normal functions of a person of like sex and age.
- (c) Issuance of the Contract is in reliance upon the information provided by the applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Covered Person.
- (d) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the applicant, or if the applicant or its Agent, committed fraud.
- (e) Receipt of a premium and its deposit in connection with the application shall not constitute an acceptance of liability. In the event that Companion Life Insurance Company disapproves this application, its sole obligation shall be to refund such sum to the applicant.
- (f) If a Contract is issued and later rescinded, the sum of all benefits Paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be Paid by the Company to the applicant. If the result is negative, such amount will be Paid by the applicant to the Company.
- (g) The initial premium will be Paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.
- (h) Applicant acknowledges that the Contract which is the subject of this application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (i) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract form or endorsement and/or riders on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (j) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this application, the applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the applicant to the proposed Contract. Accordingly, this application will be a part of the Contract if accepted by the Company or its authorized representative.

Dated at: _____ this 23rd day of September 2025

Witness: Jay Merrimon Applicant: Cullman County Commission

Tax ID #: 63-6001496

By: [Signature]
(Officer/Partner)

Title: Chairman

Licensed Resident Agent Name: William Hartsfield

Agent Signature: _____

State License Number: 245471

Company Issued Number: N/A

Address:
115 Office Park Drive, Suite 200

City: Birmingham State: AL Zip: 35223

Social Security or Tax ID # 63-1066366

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____

By: _____

Title: Vice President of Underwriting

Contract No.: CLI 51,247

Effective Date: 10/01/2025

FRAUD WARNING NOTICES: (If the Applicant lives in a state where one of the fraud warning notices apply, please review the notice that applies to your state.)

General Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

The fraud warnings listed below are applicable in the states of AL, AK, AZ, AR, CO, DE, DC, FL, ID, IN, KS, KY, LA, ME, MD, MA, MN, NH, NM, OH, OK, OR, PA, RI, TN, VT, VA, WA, and WV . Please review the appropriate fraud warning relevant to the state that you reside in prior to submitting your claim.

Alabama: 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.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Indiana: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kansas: Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of fraud as determined by a court of law.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Massachusetts: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application or contract for insurance may be found guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: ANY PERSON WHO, WITH A PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN R.S.A. 638:20.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly presents a false statement of claim for insurance may be guilty of a criminal offense and subject to penalties under state law.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont: Any person who knowingly, and with intent to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information may be guilty of fraud and may be subject to criminal or civil penalties.

Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ASSIGNMENT OF BENEFITS

This Assignment is made by and among Companion Life Insurance Company ("Insurer"), Blue Cross and Blue Shield of Alabama, an Alabama domestic health insurance company ("Assignee"), and Cullman County Commission ("Assignor"), an employer for whom the Assignee administers healthcare benefits, and shall be effective 10/01/2025

WHEREAS, Insurer has issued a policy of stop loss insurance to Assignor ("Policy") providing certain stop loss insurance benefits to Assignor with regard to healthcare benefits provided to Assignor's employees; and

WHEREAS, Assignee is administering a plan of healthcare benefits to certain employees of Assignor; and

WHEREAS, Assignor desires that any benefits due it from Insurer under the Policy on account of valid claims be assigned and paid directly by Insurer to Assignee.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding any terms and conditions of the Policy to the contrary, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights and entitlement to the benefits payable under the Policy on account of covered claims. Assignee shall offset Assignor's health claims costs by the Policy benefits received from Insurer.
2. Assignor warrants that it has the full rights and authority to make this assignment and transfer, and that the rights and benefits assigned hereunder are free and clear of any liens, adverse claims or interest.
3. Insurer agrees to recognize this Assignment and make a benefit payment on account of covered claims directly to Assignee.
4. Assignor hereby releases Insurer from any and all liability under the Policy to the extent of its payment pursuant to this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers who have been duly authorized to execute this Assignment.

Stop Loss Policyholder

By: *[Signature]*
Its: *Chairman*

Date: *9/23/25*

Certain Underwriters at ISU, a
Division of Companion Life Insurance
Company per Binding Authority
number

By: *[Signature]*
Kenneth Ace Hockaday

Its: Sr. VP of Underwriting

Date: 9/17/2025

Blue Cross and Blue Shield of Alabama

By: *David Clayton*

Its: UTIC Sales Manager

Date: 9/18/25



**BlueCross BlueShield
of Alabama**

An Independent Licensee of the Blue Cross and Blue Shield Association

Vision Group Plan Enrollment Agreement

Vision Plan Selection – choose your new plan by checking next to the plan name.

☒ Vision Blue SM Silver	☒ Vision Blue SM Gold Plus
☐ Vision Blue SM Silver Plus	☐ Vision Blue SM Platinum Choice
☐ Vision Blue SM Gold	☐ Vision Blue SM Platinum Plus

Prior BCBS Group Number:

Cancel Date of Prior BCBS Coverage:

Group Name: Cullman County Commission
Group Number: 29736
Corporate Code: 297360001
Effective Date: 1/1/2026

Financial: Underwritten
Divisions: See Special Instructions
Document Type: Initial Setup

PHYSICAL ADDRESS

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

BILLING ADDRESS

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

GROUP CONTACTS

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

BCBSAL REPRESENTATIVES

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

County: Cullman
Group IRS ID Number: 636001496
SIC Code: 9121

District Office: Birmingham
Plan Year Begins On: 1/1/2026
SIC Description: Legislative body

Blue Cross and Blue Shield of Alabama's Identification Numbers	
National Association of Insurance Commissioners 55433	Employer Identification Number 63-0103830

Part I - Group Eligibility and Enrollment Summary

1. Full-Time Equivalent (FTE) Employees

The Employer hereby certifies below the total number of full-time equivalent (FTE) employees, including part-time employees, for purposes of determining whether Employer is a small employer or a large employer under the Affordable Care Act (ACA). All related companies in a controlled group, such as parent-subsidary and brother-sister corporations, must be combined for these purposes.

Number of FTES: 528

2. Is this a Non-Federal governmental group health plan (i.e., Public Universities, Public Libraries, Boards of Education, Cities, Townships, Housing Authorities, Civic Centers, etc.)? No

3. Classification of Type Plan

The Employer sponsors the following type of plan (check one):

Single Employer Plan

- ☒ Plan maintained for employees of one employer or two or more related employers. Employers are "related" if they constitute a parent/subsidiary (parent corporation and all 80% or more owned subsidiary corporations) or brother/sister group (five or fewer persons own at least 80% of the stock of each corporation and, to the extent that their ownership interests are identical, more than 50% of the stock of each corporation).

Multi-Employer Plan

- ☐ Plan maintained pursuant to a collective bargaining agreement and to which two or more unrelated employers contribute (commonly known as Taft-Hartley plans).

Multiple Employer Plan

- ☐ Plan maintained by one or more employers who do not constitute a "single employer" or are not participating in a "multi-employer plan" as both of those items are defined above. Common examples of multiple-employer plans include association plans, association trust funds, METs (multi-employer trusts) and MEWAs (multiple-employer welfare associations).

What is the Plan Sponsored Tax ID (TIN) for the Parent Company of the Employer? 636001496

4. Application of ERISA (Employee Retirement Income Security Act of 1974)

This Plan is subject to ERISA

5. Classification of Eligible Employees

All full-time employees as classified by the Employer.

6. Enrollment Waiting Period

A person must be a full-time employee for an enrollment waiting period of 0 days. The length of any applicable enrollment waiting period will not be any longer than 90 days. If the enrollment waiting period for coverage under the Plan is 90 days, coverage will begin no later than the ninety-first (91st) day from the start of such enrollment waiting period.

Coverage should begin the date of hire after 0 days enrollment waiting period.

7. Full-time Employee

Normal work schedule for: 30 hours (minimum) per week.

Employee must be employed by the Employer in a bona fide employer – employee relationship (as opposed to independent contractor or Board Member).

8. Eligible Dependents

Eligible dependents are:

- Employee's spouse;
- Employee's married or unmarried child up to age 26;
- An unmarried, incapacitated child who (1) is age 26 and over; (2) is not able to support himself; and (3) depends on employee for support, if the incapacity occurred before age 26.

The child may be the employee's natural child; stepchild; legally adopted child; child placed for adoption; or, eligible foster child. An eligible foster child is a child that is placed with employee by an authorized placement agency or by court order.

Employee may cover grandchildren only if employee is eligible to claim a grandchild as a dependent on employee's federal income tax return.

9. Regular Enrollment

- a. Employees and dependents who are eligible and who make application on or before the effective date of the Plan will be enrolled for coverage as of the effective date of the Plan.
- b. Employees and dependents who become eligible after the effective date of the Agreement will be permitted to enroll only by making application within 30 days after becoming eligible. Coverage of such employees will begin as of the date specified by the Employer earlier in this Agreement, subject to "c" below and any applicable waiting period, and provided that coverage will not begin until the first day on which the employee reports to work. Subject to "c" below, in no event will coverage begin later than the 91st day following the first day of any applicable waiting period.
- c. Enrollment and coverage of eligible employees and dependents will begin only if their applications are properly made and accepted by the Company and the required fees accompany their applications.
- d. Provided that the Company is providing coverage for active employees and their dependents (in an applicable division), former employees and their dependents who are properly enrolled and covered under COBRA coverage may continue their coverage under the Agreement for the remainder of the applicable COBRA periods provided this Agreement remains in effect.

10. Other Enrollment Periods

- a. **Annual Open Enrollment** Eligible employees and dependents who do not enroll during a regular or special enrollment period may only enroll during an annual open enrollment period unless required by a qualified medical child support order.
- b. **Special Enrollment – Acquiring New Dependents** Special enrollment is provided if the employee has a new dependent because of marriage, birth, or adoption, placement for adoption, or placement of an eligible foster child. In the event of the employee's marriage, birth of a child, adoption or placement for adoption, or placement of an eligible foster child, special enrollment is extended to the employee and/or spouse and the new dependent. The application for all "special enrollees" must be received by the Company, along with required fees, no later than 30 days after the special enrollment events described above. If an application is properly completed, submitted, and accepted, coverage of eligible employees and dependents who apply during the special enrollment period will begin on the date of birth, adoption, placement for adoption, placement of an eligible foster child or marriage.
- c. **Special Enrollment – Loss of Coverage** Employees and dependents who decline coverage under the Plan because of other vision coverage and who involuntarily lose the other coverage will be permitted to enroll only by making application within 30 days after losing such coverage. Coverage will be effective no later than the first day of the first calendar month beginning after the date the Plan receives the request for special enrollment.

11. Employee Participation at Plan Effective Date

The Employer certifies the following numbers and percentages of eligible and enrolled employees at the Effective Date of the Plan:

Full-time active employees: 528

Part-time & temporary employees: 0

Eligible employees: 528

Eligible employees enrolled: 0

% Eligible employees enrolled: 0.0%

Employees eligible for family coverage: 528

Employees enrolled for family coverage: 0

% of Employees eligible for family coverage who are enrolled for family coverage: 0.0%

12. Employer Contribution of Fees

The Employer may contribute any percentage of fees from 0% to 100%, for coverage of employees and dependents.

% of Fees for Individual Employee Coverage 0.0%

% of Fees for Dependents under Family Coverage 0.0%

13. Employer's Role

The Employer will determine whether and when employees, former employees, or dependents are eligible to enroll in the Plan. The Employer will not enroll any person who is not eligible to participate in the Plan. The Employer will provide timely and accurate data to the Company that appropriately identifies all employees, former employees, and dependents who are enrolled or disenrolled in the Plan and the effective dates of enrollment or disenrollment. The Employer will collect all premiums.

Part II – Group Division Structure

Division	COBRA Division	Description	BAN
V00			0029736999

Part III – HIPAA Privacy

Does the Employer use a **Third Party Administrator** or consultant for any of its business functions related to this Plan (i.e., COBRA, eligibility, etc.)? **Yes**

Part IV – Special Instructions

Effective 1/1/26:

Group's vision will remain underwritten

Moving to 2 tier rates

Renewal, OE, and LPY going forward will move to 1/1

Health coverage will cancel 1/1/26 moving to the local government; Group will cancel all health divisions and CPO divisions 1/1

Please transfer all C+ members age 65 and over to the V00 Division

Group will be changing their Probationary Period for new employees to First Day Hired and if an employee Terminates, Retirees, etc. will be covered to the end of the month.

New Billing Contact: Angela Lockhart; email: alockhart@co.cullman.al.us; Phone: (256) 775-4884

Part V – Financial Arrangement

Tier Breakdown:

Two Tier: Employee
Family (Employee + Dependents)

Fully Underwritten Rates:

Employee: \$15.38
Family (Employee + Dependents): \$33.07

Who will be responsible for COBRA Billing?

Since the Company collects the COBRA premium, the 2% allowed for billing administration is retained by the Company. COBRA and Special Disability Rates are based on the Fully Underwritten Rates shown herein.
The Employer will determine whether a member is entitled to continue coverage

under COBRA and will provide the required notices and COBRA application form to a member who is so entitled.

COBRA Rates: Employee: \$15.68
Family (Employee + Dependents): \$33.73

Part VI – General Provisions

The Employer hereby applies to the Company for a Contract to provide the vision coverages indicated on this Application to the Employer's eligible employees and dependents as indicated on this Application. The Agreement – upon acceptance of this Application by the Company – shall consist of this Application, any documents attached to or incorporated by reference into this Application, and any finalized benefit booklets prepared by the Company as of the date on which the claims were incurred. If there is any conflict between any of the foregoing documents, the Company has the authority to resolve that conflict in a manner that best effectuates the intent of the Employer and the Company as of the date on which the claims were incurred.

All earlier or contemporaneous agreements relating to the Company's performance of services for the Employer and provision of benefits under the Plan are merged into and superseded by the Agreement. Capitalized terms in the Agreement have the same meaning as when used in the Plan unless the context clearly requires otherwise or unless the term is defined. All attachments referred to in the Agreement are incorporated herein by reference.

The Employer agrees to pay all amounts for which it is responsible hereunder. The Employer will pay on behalf of enrolled employees and dependents all fees payable under the Agreement, with the payment of all initial fees in advance of the Effective Date of the Agreement, and all subsequent fees on or before the due date which is the first day of the month; however, subsequent fees are delinquent and will be treated as such if those fees are not received by the fifth day of the month.

The Employer will act as agent for its employees (and not for the Company) for all purposes including collection and remittance of fees to the Company and distribution to employees of identification cards, coverage summaries, and changes, notices, and other documents.

Neither the Employer nor any representative of the Company has any authority to make on behalf of the Company and representations concerning coverage, eligibility, enrollment, benefits, or any other matters that are in conflict with or in addition to the contents of the documents constituting the Plan, and the Employer agrees to notify its employees of this limitation on the authority of it and the Company's representatives.

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.

Any intentional material misrepresentation is fraud and will be pursued to the fullest extent allowed by the law including all compensatory and punitive damages as well as costs and attorneys' fees. Upon discovery of fraud, all benefits paid under the Plan will be retroactively revoked to the effective date of the Plan, no further benefits will be provided under the Plan, and no fees will be returned.

Nothing in the Plan documents, and no actions taken by the Company, are intended to result in the delegation of any of the Employer's responsibilities under the Plan or applicable law to the Company.

Each party agrees to indemnify, defend, and hold the other harmless from and against any liability that the other party may incur as a result of the indemnifying party's breach of the Agreement, the Financial Arrangement, or failure to comply with applicable law; provided that the Employer will in all cases remain responsible for payment of benefits under the Plan. The Company is entitled to rely on instructions, communications, or directions from the Employer concerning Plan design, eligibility determinations, benefit changes, and other areas of Plan administration for which the Employer is responsible. The Company has no obligations or responsibility to question or refuse to follow such instructions, communications, or directions. The Employer will indemnify, defend, and hold the Company harmless from any liability arising from the Company's reliance on such instructions, communications, or directions.

Premiums, fees and benefits may be changed by the Company with a 30-day notice to the Employer by mail or electronic notification.

This Agreement shall remain in effect for a period of 24 months or until terminated by either part in accordance with the provisions outlined below.

The Agreement may be terminated by either party upon 30 days written notice to the other at the addresses specified above. Termination does not terminate any indemnification rights hereunder. The Agreement is governed by Alabama law to the extent not preempted by federal law. If any part of the Agreement is invalid or unenforceable for any reason, the remainder of the Agreement will continue to be effective. The failure by either party to exercise its rights under the Agreement will not be construed as a waiver of that party's rights. The Agreement is binding upon the successors and assigns of the Employer and the Company.

Part VII – Relationship with the Blue Cross and Blue Shield Association

Employer on behalf of itself and its members hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Blue Cross and Blue Shield of Alabama, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Blue Cross and Blue Shield of Alabama to use the Blue Cross and Blue Shield Service Marks in the State of Alabama, and that Blue Cross and Blue Shield of Alabama is not contracting as the agent of the Association. Employer on behalf of itself and its members further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Blue Cross and Blue Shield of Alabama and that no person, entity, or organization other than Blue Cross and Blue Shield of Alabama shall be held accountable or liable to Employer for any Blue Cross and Blue Shield of Alabama's obligations to Applicant created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield of Alabama other than those obligations created under other provisions of this Agreement.



Employer's Authorized Representative
Commission Chairman

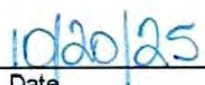

Title

Barry Ellis

Blue Cross and Blue Shield of Alabama ("Company")
Representative

District Account Manager

Title



Date

10/20/25

Date



Enrollment Agreement Dental Plan Self Funded Dental Plan

This Enrollment Agreement is to establish a Group Dental Plan through
Blue Cross and Blue Shield of Alabama
(the "Claims Administrator")
for
Cullman County Commission
(the "Employer" or "Group" or "Plan Sponsor"),
a group, effective 1/1/2026.
Group Number(s): **29736 | Cullman County Commission**
(the "Plan")

The Employer acknowledges and agrees that Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

PHYSICAL ADDRESS

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

BILLING ADDRESS

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

GROUP CONTACTS

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

BCBSAL REPRESENTATIVES

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

County: Cullman
Group IRS ID Number: 636001496
SIC Code: 9121

District Office: Birmingham
Legal Plan Year Begins On: 1/1/2026
SIC Description: Legislative body

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

Part I - Special Instructions

Effective 1/1/26:

Group's dental will remain Self Funded.

Change renewal, LPY, and Open enrollment moving forward to 1/1

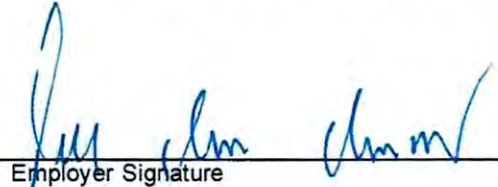
Increase Dental Annual Maximum to \$1,500 effective 2026

Health coverage will cancel 1/1/26 moving to the local government; Group will cancel all health divisions and CPO divisions 1/1

Transfer All Active employees, Retirees under Age 65 to Div. D31

Group will be changing their Probationary Period for new employees to First Day Hired and if an employee Terminates, Retirees, etc. will be covered to the end of the month.

New Billing Contact: Angela Lockhart; email: alockhart@co.cullman.al.us; Phone: (256) 775-4884



Employer Signature

Commission Chairman


Title

10/20/25

Date

Barry Ellis

Blue Cross and Blue Shield of Alabama

District Account Manager

Title

10/20/25

Date

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2025– 2026

The Alabama Department of Youth Services hereby awards to

Cullman County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of **Two Hundred thousand and no/100 dollars (\$200,000.00).**

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

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

The Cullman Healing and Responding to Trauma (HARTT) diversion program is a nonprofit organization, specializing in trauma-informed care, juvenile justice diversion, therapy for children and families in need, and DHR support for families facing difficult circumstances. The vision of HARTT is to help young people heal and respond to trauma through various services. These services include: Juvenile Justice Diversion strategies with the use of evidence-based curriculum – Why Try, and STARR Commonwealth Circle of Courage; 4 step individualized needs assessment; addiction counseling; individual and family counseling; parent training and counseling; trauma informed school-based services; trauma informed training and support and future PBSY certification.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular **DYS**) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males or Females between the ages of 12 – 17
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the **DYS** website
- Be developed by or in collaboration with the **Cullman County Juvenile Court (CCJC)**.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the **DYS** Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report for the October - September fiscal year by utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

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

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

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

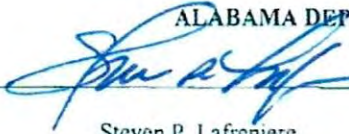
By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for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

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

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY:

Steven P. Lafreniere
Executive Director

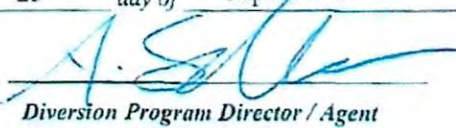
BY:

Legal Review
Accepted as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this
the 25 day of September, 2025.

BY:



Diversion Program Director / Agent

BY:



Cullman County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES
LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

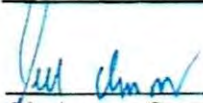
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2025 through September 30, 2026, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made pursuant to paragraph 2 of this agreement.
7. The distribution, expenditure, or application of payments made on behalf of the county pursuant to paragraph 3 of this agreement shall be at the sole discretion of County.

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

Indicate Detention Center chosen by County to receive funds below:

TN VALLEY DETENTION



Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES



Steven P. Lafreniere
Executive Director



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

State of Alabama

KAY IVEY
GOVERNOR



STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

September 5, 2025

To: Juvenile Court Judge and/or
Chief Probation Officer

From: LeTonya Bowman
Accounting Director

Re: Long Term Detention Subsidy Contract

Please find enclosed your long-term detention subsidy contract for BFY 2026 (October 1, 2025 through September 30, 2026). Please complete the form by stating your choice under the highlighted line and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below or emailed to letonya.bowman@dys.alabama.gov.

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

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

Cullman County Retiree Insurance Policy

Effective 1/1/2026

Retiree Health Insurance Continuation (Under Age 65).

Effective January 1, 2026, Cullman County changed from a self-insured health insurance plan to a fully-insured plan through the Local Government Health Insurance Plan (LGHIP). This plan provides medical and prescription drug coverage through Blue Cross Blue Shield of Alabama (BCBS). The County will also provide dental coverage through BCBS and vision coverage through VSP. This change resulted in contribution changes for both active employees and retirees. The following contribution levels will be effective January 1, 2026 for all Cullman County retirees who will be retiring under the retirement guidelines of the Retirement Systems of Alabama (RSA) on or after January 1, 2026. Current retirees will be grandfathered at the same \$ amount as Active Employees.

Age at Retirement*	Years of Total Service** with Cullman County (must have 10 yrs of service immediately prior to retirement with RSA)	Insurance Contribution Level Single Coverage (Paid by Retiree)
Under Age 65	20 and over	Same \$ amount as Active Employees
Under Age 65	15 - 19	1.25 X \$ amount as Active Employees
Under Age 65	10 - 14	1.5 X \$ amount as Active Employees
Under Age 65	0 - 9	100% of Single or Family Premium If eligible under LGHIP guidelines

Retiree Health Insurance Continuation (Over Age 65).

Effective January 1, 2026, Cullman County changed from a self-insured health insurance plan to a fully-insured plan through the Local Government Health Insurance Plan (LGHIP). This change resulted in contribution changes for both active employees and retirees. For retirees over age 65 the LGHIP offers a Medicare Advantage Plan which includes medical and prescription drug coverage. The County will also provide dental coverage through BCBS and vision coverage through VSP. Retirees over age 65 are also required to enroll in both Medicare Part A and Part B. Retirees may also keep dependent coverage under the LGHIP. The following contribution levels will be effective January 1, 2026 for all Cullman County retirees who will be retiring under the retirement guidelines of the Retirement Systems of Alabama (RSA) on or after January 1, 2026. Current retirees will be grandfathered at 50% of Single Premium.

Age at Retirement*	Years of Total Service** with Cullman County (must have 10 yrs of service immediately prior to retirement with RSA)	Insurance Contribution Level Single Coverage (Paid by Retiree)
Age 65 & Over	10 and over	50% of Single Premium
Age 65 & Over	0 - 9	100% of Single Premium If eligible under LGHIP guidelines

Age at Retirement*	Years of Total Service** with Cullman County (must have 10 yrs of service immediately prior to retirement with RSA)	Insurance Contribution Level Family Coverage (Paid by Retiree)
Age 65 & Over	10 and over	100% of Family Premium If eligible under LGHIP guidelines
Age 65 & Over	0 - 9	100% of Family Premium If eligible under LGHIP guidelines

*Employees who are approved for RSA disability retirement will follow the years of service requirement for determining contribution level.

Must be 10 years of Total **Full-Time Service (or equivalent) with Cullman County.

Cullman County Commission reserves the right to make changes to the county insurance plans (including any contribution changes) at any time, with or without notice, based on the County's financial status.

Adopted by Cullman County Commission 9/23/2025



**ASSOCIATION OF COUNTY COMMISSIONS OF
ALABAMA
WORKERS' COMPENSATION SELF-INSURERS FUND**

TO: Judy Bradford
FROM: Sonny Brasfield, ACCA, Executive Director
DATE: September 2, 2025
RE: 2025-2026 Renewals for WCSIF Members

It is time again to prepare for a new year in the Association's Workers' Compensation Self-Insurers Fund. Enclosed you will find your estimated **2025-2026 Premium-Contribution Statement**. This estimate is, in most cases, based on either payroll estimates provided by your office or the most recent audited payroll from your county. Any changes in your employment pattern during the 2025-2026 fiscal year will be recognized during the audit process after the close of the fiscal year and your costs will be adjusted accordingly. Please be sure to send your renewal payment (made payable to ACCA WCSIF) by October 1, 2025 to: ACCA WCSIF, c/o CRS, Inc., P.O. Box 589, Montgomery, AL 36101-0589.

We are happy to report that the WCSIF Board of Trustees approved a \$4,000,000 investment earnings refund, which is the largest in Fund history. Each active WCSIF Member will receive their portion of the refund following the receipt of the **2025-2026** premium-contributions from ALL Fund Members.

The overall rates for the WCSIF decreased slightly this year due to favorable loss development. It is vitally important that each employee continues to be actively involved in efforts to reduce and avoid accidents. We are depending on your active role in promoting safety efforts at the county level.

Speaking of safety, the 2024-2025 Safety Incentive Discount Program (SIDP) will be ending soon. All participating County Fund Members need to make sure that your appointed County Safety Coordinator submits the signed SIDP Application and ALL required documentation to CRS Member Services at memberservices@countyrisk.org no later than September 30 in order to be considered for this incentive.

Also, we have enclosed the **WCSIF 2025-2026 Contacts** form. This form must be completed in its entirety and emailed by October 15, 2025, as directed on the form. Having current contact information is extremely important to the Fund.

If you have any questions about the enclosed 2025-2026 renewal documents or want to discuss any other matters, please contact me or ACCA Director of Insurance Services Henry van Arcken at hvanarcken@alabamacounties.org anytime.

We appreciate your participation in and commitment to the Fund and to the other members who continue to make this program so successful.



**ASSOCIATION OF COUNTY COMMISSIONS OF
ALABAMA
WORKERS' COMPENSATION SELF-INSURERS FUND**

Enclosures



Association of County Commissions of Alabama

Workers' Compensation Self – Insurers' Fund

WORKERS' COMPENSATION INFORMATION PAGE

PARTICIPANT:

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

DATE PREPARED: 09/02/2025**ACCOUNT NUMBER:** 008625003300**CONTRACT PERIOD:** 10/1/2025 to 10/1/2026

Estimated Billing

Code	Sub	Classification of Operations	Payroll & Production	Rate	Estimated Annual Contribution
5506	00	St/Rd Constr/Pav-Incl Drivers	4,180,345.00	3.47	\$145,057.97
7380	00	Drivers, Chauffeurs	652,981.00	4.11	\$26,837.52
7520	00	Waterwks-Incl Sales/Drivers	1,508,903.00	1.98	\$29,876.28
7720	00	Sheriff's Department	9,705,773.00	2.64	\$256,232.41
8380	00	County Shop/Auto & Truck Repair	860,611.00	2.08	\$17,900.71
8810	00	Clerical Office Employees Noc	4,718,497.00	0.10	\$4,718.50
8820	00	Attorneys All Employees	175,796.00	0.10	\$175.80
8831	00	Hospital-Vet & Drivers	335,858.00	1.09	\$3,660.85
8832	00	Coroner	38,948.00	0.25	\$97.37
8835	00	Public Health	0.00	1.73	\$0.00
8864	00	Social Services Organization	389,680.00	1.03	\$4,013.70
9015	00	Building Custodian	337,375.00	2.84	\$9,581.45
9102	00	Parks-Incl Drivers	871,850.00	2.28	\$19,878.18
9403	00	Garbage Coll-Incl Drivers	1,737,066.00	6.13	\$106,482.15
9410	00	County Employees, Incl Drivers	2,367,899.00	1.74	\$41,201.44

Total Manual Contribution	\$665,714.32
Total Fund Adjustments/Discounts	\$-275,442.78
Total Limited Normal Contribution	\$390,271.54
Amount Due – Fund	\$390,271.54
Experience Modification	0.62

If Paid on Time 10-01-25 - 10-31-25 \$390,271.54	Avoid These Penalties	
	2% added 11-01-25 \$7,805.43 After 11-01-25, Pay \$398,076.97	+ 8% added 12-01-25 \$31,846.16 After 12-01-25, Pay \$429,923.13

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

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

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

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

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

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

Interest shall accrue on the unpaid balance each month thereafter.

Checks should be made payable to: ACCA WCSIF

Mail payment to: CRS, Inc.

P.O. Box 589 Montgomery, AL 36101-0589

Any questions, call: (334) 394-3232 / (888) 608-2009

MEMORANDUM OF EXECUTIVE APPROVAL

To: All Employees, Volunteers, and Contractors
From: Jeff Clemons, Chairman Cullman County Commission
Date: September 23, 2025
Subject: System Safety Security and Emergency Preparedness Program

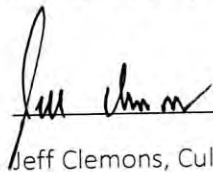
It is the objective of Cullman Area Rural Transportation System (Agency), to provide safe, secure, and reliable service for its passengers and employees. To demonstrate our commitment, the Agency has developed this Safety, Security and Emergency Preparedness Plan (SSEPP).

The Agency has a sincere concern for the welfare and safety of its employees (and volunteers and contractors) as well as the public it serves. The operation and maintenance of the Agency requires a continual emphasis on security, from the procurement of new systems and equipment, through the hiring and training of employees, to the management of the agency and the provision of service. The security function must be supported by an effective capability for emergency response, both to support the resolution of those incidents that occur on transit property and those events that affect the surrounding community served by the Agency.

This SSEPP describes the policies, procedures, and requirements to be followed by management, maintenance, and operating personnel to provide a secure environment for agency employees, volunteers, and contractors, and to support community emergency response. All personnel are expected and required to adhere to the policies, procedures, and requirements established herein and to perform security-related functions properly and diligently as a condition of employment or support for the Agency.

The Agency management will provide leadership in promoting safety, security, and emergency preparedness throughout the organization. The Executive and Staff will be continually and directly involved in formulating, reviewing, and revising safety, security, and emergency preparedness policies, goals, and objectives. Each Agency employee, volunteer, and contractor is governed by the requirements and terms of this Plan and must conscientiously learn and follow prescribed security and emergency rules and procedures. Each employee must operate safely, use equipment, tools, and materials properly, and be trained in the work rules and procedures for his/her areas of responsibility, including contingency plans for abnormal and emergency conditions. Each employee shall take an active part in the identification and resolution of security concerns.

Supervisors shall actively participate in all activities regarding safety, security, and emergency preparedness; shall fully cooperate with the policies and objectives specified in this Plan; and shall receive the full cooperation and support of executive management in their activities for improved security and emergency preparedness.



Jeff Clemons, Cullman County Commission Chairman

9/23/25
Date



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Telephone: 334-242-6207/Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

September 25, 2025

Ms. Joyce Echols
Director, Cullman Area Rural Transportation System
1950 Beech Ave. SE
Cullman, AL 35056

RE: Safety, Security, and Emergency Preparedness Plan Approval

Dear Ms. Echols:

The Alabama Department of Transportation has completed its review of the Transit Safety, Security, and Emergency Preparedness Plan for Cullman Area Rural Transportation System. The plan meets the program requirements and is hereby approved.

If you have any questions, please contact Sundae Ragland at (334) 242-6764.

Sincerely,

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

By:


Sundae Ragland
Transit Manager

BBL: JMM: ssr
Enclosures
cc: Lauren Heikkinen
File

TRANSIT SAFETY, SECURITY, &
EMERGENCY PREPAREDNESS PLAN

Cullman Area Rural Transportation System

07/18/2023

Updated 09/23/2025

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PREFACE

Community transportation systems operate in a wide variety of environments. These systems include fixed-route, shared ride, paratransit, and specialized service for the public, as well as high-risk passengers such as individuals with disabilities, the elderly, and young children.

The aftermath of the terrorist attacks on September 11, 2001, and the transit attacks in Madrid and London, heightened transit security concerns for the Federal Transit Administration (FTA), state Departments of Transportation, and local community transportation providers. The destruction wrought by Hurricanes Katrina, Harvey, and other acts of nature has renewed national awareness of the role that public transportation can play as a first responder resource. The recent COVID-19 pandemic highlighted serious health concerns and the role of transit and response during heightened transmission and recovery.

Transit systems in the United States – whether a large fixed-route bus service or a small rural provider – are asked to designate safety, security, and emergency preparedness as a top priority, and to prepare for the wide array of critical incidents faced by transit.

Critical Incidents may include accidents, natural disasters, disease outbreaks, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life, information, and property. Stabilization of critical incidents before resuming regular service or activities is essential, and successful resolution typically requires cooperative efforts by a variety of responding agencies.

To establish the importance of safety, security, and emergency preparedness in all aspects of our organization, Cullman Area Rural Transportation System (hereafter referred to as Agency) has developed this Safety, Security, & Emergency Preparedness Plan (SSEPP). This SSEPP outlines the process used by the Agency to make informed decisions appropriate for our operations, passengers, employees, and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this plan, the Agency achieves not only an effective physical security program but enhances our associations with the local public safety agencies in our service area. Improved communication increases awareness of our resources and capabilities and improves our readiness to support efforts in managing community-wide emergencies.

To be effective, the activities documented in this SSEPP focus on establishing responsibilities for safety, security, and emergency preparedness, identifying our methodology for documenting, and analyzing potential safety, security, and emergency preparedness issues, and developing the management system to track and monitor our progress in addressing these issues.

1. INTRODUCTION

1.1 Authority

The authority for implementing the Transit Safety, Security, & Emergency Preparedness Plan (SSEPP) resides with the Cullman Area Rural Transportation System (Agency), Joyce Echols, Transit Director, and the Cullman County Commission.

1.2 Purpose

The purpose of the SSEPP is to optimize the level of protection afforded to the Agency's passengers, employees, volunteers, contractors, and any other individuals who encounter the system, both during normal operations and under emergency conditions, within the constraints of time, cost, and operational effectiveness.

The SSEPP offers a valuable tool to support the efforts of the Agency managers to address system safety and security questions and mitigate and manage emergency events that cannot be prevented. The Federal Transit Administration (FTA) defines system security and emergency preparedness as follows:

SYSTEM SECURITY: The application of operating, technical, and management techniques and principles to the security aspects of a system throughout its life to reduce threats and vulnerabilities to the most practical level through the most effective uses of available resources.

EMERGENCY PREPAREDNESS: A uniform basis for operating policies and procedures for mobilizing public transportation systems and other public safety resources to assure rapid, controlled, and predictable responses to various types of transportation and community emergencies.

The SSEPP supports the Agency's efforts to address and resolve critical incidents within its service area. Critical incidents may include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life, information, and property. Stabilization of critical incidents before resuming regular service or activities is essential, and successful resolution typically requires cooperative efforts by a variety of responding agencies.

This SSEPP demonstrates the Agency's commitment to the following:

PREPARE	▪ Identify assets essential to our mission ▪ Identify key threats facing our agency and our community ▪ Coordinate with other emergency response organizations
PREVENT	▪ Take steps to eliminate threats where possible ▪ Institute policies and procedures to reduce the likelihood of incidents occurring ▪ Take steps that reduce the impact on system assets when incidents do occur
RESPOND	▪ React quickly and decisively to critical incidents based on the protection of self, protection of others, protection of resources, and stabilization of the incident.
RECOVER	▪ Resume service delivery based on the availability of resources ▪ Repair and replace critical assets ▪ Assess incident response actions ▪ Adapt plan based on lessons learned

1.3 Goals

The SSEPP provides the Agency with safety, security, and emergency preparedness capability that will:

1. Ensure safety, security, and emergency preparedness are addressed during all phases of system operation including hiring and training of personnel, procurement and maintenance of equipment, development of policies and procedures, and coordination with local emergency management and first responder agencies.
2. Create an agency culture that supports employee safety and security through the appropriate use and operation of equipment and resources.
3. Promote analysis tools and methodologies that identify changing threat conditions and bolster agency response capabilities.
4. Ensure our Agency achieves a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly sized agencies.
5. Make every effort to ensure, if confronted with a safety or security event or major emergency, our personnel will respond effectively, use good judgment, and build on best practices identified in policies and procedures and exercised through drills and training.

1.4 Objectives

In this new environment, not every threat can be identified and eliminated, but the Agency takes steps for greater awareness, better protection of passengers, employees, facilities, and equipment, and stands ready to support community needs in response to a critical incident. To this end, our SSEPP has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly sized agencies in the country.
2. Strengthen community involvement and participation in the safety and security of our system.

3. Develop and implement a risk assessment to establish a course of action for improving safety and security measures and emergency response capabilities.
4. Expand our training program for employees, volunteers, and contractors to address safety and security awareness and emergency management concerns.
5. Enhance our coordination with partner agencies regarding safety, security, and emergency preparedness issues.

1.5 Definitions

In this SSEPP, the terms “transit vehicle” or “bus” are used to describe all types of transit surface conveyances including sedans, minivans, vans, body-on-chassis, mini-buses, and a wide range of full-size coaches.

2. TRANSIT SYSTEM OVERVIEW

2.1 System Description

2.1.1 Organizational Description

Our goal is to provide transportation for citizens, improve the quality of life for senior and special needs citizens through access mobility, as well as the general public. The goal of CARTS is to provide safe and affordable public transit to all citizens of Cullman County while emphasizing the needs to our senior, disabled, special needs and low-income citizens; plus, provide transit assistance to workers and students. Public transit is a means of eliminating vehicles on our congested roads and highways while reducing the hazardous emissions into our environment.

Public transit is critical for our economic development and workforce development through developing commuter routes and assisting with major events and festivals throughout our County.

2.1.2 Mission Statement

It is the mission of the CARTS program to offer safe, affordable and reliable transportation to the citizens of Cullman County in order to help promote a strong economy, protect our environment, conserve energy and enhance lives. We strive to provide the citizens of Cullman County prolonged independent living; remaining in their own home as long as possible.

2.1.3 Organizational Structure



2.1.4 Service Area

Cullman County is located in the North Central part of Alabama. The north side boundaries are Morgan and Marshall Counties. The east side boundaries are Marshall and Blount Counties. The south side boundaries are Blount and Walker Counties. The west side boundaries are Winston and Laurence Counties. Other municipalities include: Baileyton, Colony, Dodge City, Fairview, Garden City, Good Hope, Hanceville, Holly Pond, South Vinemont and West Point.

2.1.5 Service Design

CARTS is the Public Transportation provider for Cullman County residents; providing medical trips, shopping trips, trips to employment, and other various transit trips. The Cullman Area Rural Transportation System proposed to provide demand/response service to all of Cullman County. Demand/response services include the following: shopping routes, appointments, (i.e. dialysis, doctors, rehab and personal). We also propose to provide service through ALDOT approved third party contracts.

2.1.6 Funding Sources

CARTS obtains funding from Federal Funding through ALDOT and Local funding from the Cullman County Commission.

2.1.7 Vehicles and Facilities

CARTS has 38 buses, etc. that we provide transportation services with. Our property is totally fenced with a locked gate for security.

2.2 System Capability

An understanding of the system's safety, security, and emergency preparedness capability are essential to acknowledge areas of strength and opportunities for improvement. Agency personnel have completed a Capabilities Assessment to review the level of safety, security, and emergency preparedness of current operations. The results from the Capabilities Assessment will identify the current baseline regarding safety, security, and emergency preparedness activities. A completed Capabilities Assessment is provided in Section 8.1.

2.3 SSEPP Roles and Responsibilities

2.3.1 Philosophy

Agency makes all efforts to ensure that, if confronted with a safety or security event or major emergency, Agency personnel will respond effectively, use good judgment, ensure due diligence, and build on best practices as stated in Agency rules and procedures and exercised through drills and training.

This level of proficiency requires the establishment of formal mechanisms to be used by all Agency personnel to identify safety or security threats and vulnerabilities associated with Agency operations and to develop controls to eliminate or minimize them. The SSEPP also requires the Agency to:

- Coordinate with local law enforcement and other public safety agencies to manage the response to any incident that occurs on a transit vehicle or affects transit operations and
- Identify a process for integrating Agency resources and capabilities into the community response effort to support the management of a major safety or security event affecting the community.

Agency management expects all employees, volunteers, and contractors, especially those working directly with passengers, to support the SSEPP.

2.3.2 Division of Responsibilities

All Personnel

Agency personnel understand and adopt their specific roles and responsibilities, as identified in the SSEPP, thereby increasing their safety and security and that of their passengers during normal operations and in emergency conditions.

Agency personnel should carry out the following responsibilities during an incident:

- Become familiar with and operate within all security and emergency preparedness procedures for assigned work activity,
- Use proper judgment and follow crisis management guidelines when managing dangerous passengers and potentially volatile situations,
- Report all suspicious activity to the Transit Director or their designee,
- Notify the Transit Director or their designee of any physical or mental condition or required medications or therapies that may impair an employee's ability to perform security or emergency preparedness functions,
- Report all security incidents immediately, and
- Participate in security and emergency preparedness training, including drills and exercises.

Specific Job Function Responsibilities

The following job roles within the Agency have defined responsibilities relevant to safety and security concerns. A detailed list of Key Personnel and SSEPP Responsibilities is provided in *Section 8.2*.

- Transit Director
- Managers/Supervisors
- Dispatcher/Scheduler
- Mechanics
- Administrative/Communications Staff
- Drivers
- All Employees

3. THREAT AND VULNERABILITY

A threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations, or denial of services. A vulnerability is anything that can make an agency more susceptible to a threat including vulnerabilities in safety/security procedures and practices involving transit facilities, transit equipment, and transit staff.

The Agency used historical data, incident reports, and information from federal and state agencies and local law enforcement to identify threats to and vulnerabilities of the system. Additional data sources included employee comment/concern statements, staff meeting notes, bus maintenance reports, passenger comments, statistical reports, risk management reports, and marketing surveys.

The Agency has conducted a threat and vulnerability assessment, an analytical process to evaluate the likelihood a specific threat will endanger the system. This assessment includes an asset analysis, threat identification, scenario-based risk assessment, and countermeasure recommendations. This process will help the Agency identify critical assets, list threats, prioritize these threats, and develop countermeasures to address the top 15 threats to the system.

3.1 Asset Analysis

In security terms, assets are defined as:

PEOPLE: Passengers, employees, visitors, contractors, vendors, community members, and others who encounter the system.

INFORMATION: Employee and customer information, computer network configurations and passwords, ridership, revenue and service statistics, operating and maintenance procedures, and vehicle identification systems.

PROPERTY: Revenue and non-revenue vehicles, storage facilities, passenger facilities, maintenance facilities and equipment, administrative offices, computer systems, and communications equipment.

Assets are critical when their loss either endangers human life or impacts the Agency's ability to maintain service. The Agency reviews assets to determine which have the greatest consequences for the system to sustain service. These critical assets may require higher or special protection.

The Agency conducted an asset analysis of system-wide assets that considered critical to the mission, asset replacement cost, the severity of impact on public health and safety, and impact on other assets including intangible assets such as public trust and employee morale. The results from the asset analysis identified critical assets and will assist Agency management in prioritizing the allocation of limited resources for protecting the most vital elements of its operation. The Asset Analysis is provided in *Section 8.3*.

3.2 Transit System Threats

The Agency has identified the threats below and assigned them to the following categories: accidents and incidents, acts of nature, critical infrastructure, hazardous materials, criminal activity, and terrorism.

ACCIDENTS & INCIDENTS	Transit vehicle accident: Collision with other vehicles, objects, or persons with the potential for damage to people and/or property and the possibility of lawsuits and/or criminal charges. Transit passenger incident: Passenger fall, injury relating to lifting and securement operation, injury before boarding or after alighting, and passenger illness. Employee accident and incident: Injury within the office, on official travel, while maintaining equipment, and on-premises, but not while operating a vehicle for public transport. Such accidents and incidents create the possibility of the loss of workforce, lawsuits, and worker's compensation claims.
ACTS OF NATURE	Flood: Heavy rain, storm surge, rapid snowmelt, ice jam, dam break, or levee failure can cause floods that can result in loss of life, facility damage, hazardous driving conditions, and loss of power and communications. May require the use of transit system assets for evacuation purposes. Winter weather: Snow and ice storms can cause power failures, make roads dangerous or impassable, cause sidewalk hazards, and affect transit service. Tornado/hurricane: High winds can potentially cause flying debris, down trees and/or power lines, make roadways impassable or dangerous, damage facilities or vehicles, and threaten the safety of passengers and employees. May require the use of transit system assets for evacuation purposes. Thunderstorm: May trigger flash flooding, be accompanied by strong winds, hail, or lightning, cause power or communication system outages, damage facilities, and equipment, and make roads dangerous or impassable. Wildfire: Whether natural or human-caused, are particularly dangerous in drought conditions, can reduce visibility, impair air quality, and have the potential to damage facilities, and equipment and make roadways impassable. May require the use of transit system assets for evacuation purposes. Earthquake: Has the potential to extensively damage buildings, water systems, power systems, communications systems, roads, bridges, and other transportation infrastructure. Such events often overwhelm first responder resources. In coastal areas, tsunamis or tidal waves are a potential hazard following major earthquakes and underwater tectonic activity. A transit system's assets may be used for evacuation purposes after damage assessment. Landslide/Avalanche: Has the potential to close roadways, damage vehicles and facilities, and injure employees and passengers. Dust storm: Usually arrives suddenly in the form of an advancing wall of dust and debris which may be miles long and several thousand feet high. Blinding and choking dust can quickly reduce visibility, causing accidents. While dust storms may only last a few minutes, they tend to strike with little warning. Epidemic/Pandemic: Widespread infection across communities or entire countries, affecting the health of transit passengers and employees. Such events may result in significant staffing and ridership shortages, which have long-term effects on the transit economy and operations.

CRITICAL INFRASTRUCTURE	Power outage: Whether short or long in duration, can impact the overall ability to operate transit services and limit the functional nature of transit equipment and facilities. Computer crash/cyberattack: Can cause loss of critical data and negatively impact the ability to schedule and dispatch services. Communication system failure: Can have serious effects on the ability to deliver service and maintain employee safety. Supply chain interruption: Transit service is dependent upon a continuous supply of fuel, lubricants, tires, spare parts, tools, etc. Interruption of material supplies due to weather conditions, roadway closures, acts of terrorism, acts of war, or loss of supplier facilities can limit the ability to maintain service. Vehicle fire: Potential to cause injury and death to transit employees and passengers, damage or loss of transit equipment, and the potential for lawsuits. Facility loss: Loss of administrative, maintenance, or operations facilities – whether caused by structural collapse, presence of toxic materials, violation of municipal codes, or significant events on neighboring properties – can hamper the ability to sustain service. Structural fire: Whether natural or human-caused, can threaten employees and customers as well as damage facilities and equipment. Such an event may require the use of transit vehicles for temporary shelter or evacuation purposes.
	Staff shortage: Can be caused by labor disputes, poor human resource management, or regional employee shortages. It can have immediate impacts on the ability to deliver service and longer-term impacts on facility and equipment resources. Employee malfeasance: Illegal and illicit behavior by agency employees, particularly when in uniform or on duty, can seriously damage intangible assets such as organizational image and employee morale.
HAZARDOUS MATERIALS	Bloodborne pathogen: Exposure can put drivers, passengers, maintenance employees, and bus cleaners at risk of contracting disease. Toxic material spill: Toxic materials fall into four basic categories: blister agents such as solvents, cardio-pulmonary agents such as chlorine gas, biological agents such as anthrax, and nerve agents such as Sarin. Low-level exposure to maintenance-related chemicals and vehicle fluids can pose a risk to employees and environmental health. Radiological emergency: May include the accidental release of radioactivity from power plants or materials being transported through the service area by truck or train. Has the potential to cause danger to human life or the need to use transit system assets for evacuation purposes. Fuel-related event: Includes accidental release of natural gas and petroleum, rupture of pipelines, and fire and explosion involving alternative fuel use. Dangers include risk of human life, damage to facilities and vehicles, and events that may require the use of transit system assets for evacuation purposes.

CRIMINAL ACTIVITY	Trespassing: Penetration of organizational security system can increase vulnerability to criminal mischief, theft, workplace violence, and terrorist attack
	Vandalism/Criminal mischief: Graffiti, slashing, loitering, or other such events that damage buses, bus stops, shelters, transit facilities, and/or organizational image.
	Theft and burglary: Loss of assets due to break-ins to facilities and into vehicles, as well as employee theft, can threaten information assets, property assets, and organizational image.
	Workplace violence: Assaults by employees on employees, passengers on passengers, and passengers on employees including menacing, battery, sexual assault, and murder.
	Commandeered vehicle: The taking of a transit vehicle to perpetrate a crime and the taking of hostages as a negotiating tool. Places the lives of transit employees and passengers at risk.
TERRORISM	Dangerous mail: Chemical, biological, radiological, and explosive devices delivered through the mail put the lives of transit employees and occupants of transit facilities at risk and have the potential for damage to facilities and equipment.
	Suicide bomber: Internationally, transit systems have been common terrorist targets. Transit systems by design are open and accessible, have predictable routines/schedules, and may have access to secure facilities and a wide variety of sites, all of which are major inherent vulnerabilities and make transit an attractive target.
	Improvised Explosive Device: Activities may involve the use of conventional weapons and improvised explosive devices or bombs on transit vehicles, within transit facilities, or in the environment of the transit service area, putting the lives of transit employees, passengers, and community members at risk. Such events may require the use of transit vehicles in evacuation activities.
	Weapon of mass destruction: The use of chemical, biological, or radiological weapons may cause massive loss of life involving the entire community and lead to the destruction of transit vehicles and facilities, as well as require the use of transit vehicles for evacuation purposes.

3.3 Scenario-Based Risk Assessment

Risk assessment is a method used to identify and analyze the probability and potential impact of each threat scenario. Probability is the likelihood of a threat occurring and is ranked from improbable to frequent. The impact is the severity of the threat and is ranked from negligible to catastrophic. The risk assessment will prioritize the threats facing the agency. The results from the risk assessment will help assess the tolerability of the risk, develop strategies to mitigate the risk, and inform the allocation of resources.

The Agency conducted a risk assessment to determine the probability and degree of impact for each threat identified in [Section 3.2](#). A completed Risk Assessment is provided in [Section 8.4](#).

3.4 Countermeasure Recommendations

Countermeasures are strategies to eliminate, mitigate, transfer, and/or accept specific risks to the system. Risk elimination implies changes to equipment, facilities, training, or operational implementation to no longer be exposed to risk (for example, moving the maintenance facilities out of the floodplain). Risk mitigation implies changes in policies or procedures that reduce the likelihood of an event or reduce its impact on critical assets (for example, requiring employees to complete defensive driver training). Risk transference implies that the risk exposure is borne by someone else (for example, acquiring hazard and liability insurance).

Agency staff evaluated the top 15 threat scenarios from the prioritized list produced from the risk assessment in *Section 3.3*. This evaluation identified risk reduction strategies currently implemented at the Agency and additional strategies that can be implemented. While developing countermeasures, Agency staff brainstormed different countermeasures available to protect an asset and the varying cost or effectiveness of alternative measures. In many cases, there is a point beyond which adding countermeasures will raise costs without appreciably enhancing the protection afforded. A completed Countermeasures Recommendations form is provided in *Section 8.5*.

4. PREVENTION STRATEGIES

This section describes the suite of prevention strategies implemented by the Agency. These strategies aim to eliminate, mitigate, transfer, and/or accept specific risks identified in *Section 3.2*.

4.1 System Communication

4.1.1 *Transit Threat Alert System*

The Federal Transit Administration developed a transit *Threat Condition Model* that parallels the Department of Homeland Security's previous color-coded advisory system. The FTA model progresses from green through red to indicate threat levels from low to severe. It also includes purple designating disaster recovery. This model, along with its recommended protective measures, has been adapted for use by the Agency. The Safety/Security Alert System is provided in *Section 8.6*.

4.1.2 *Notification Protocol*

Internal Contact Information

The Agency maintains accurate and up-to-date internal contact information on key staff and board members required to respond to safety and security emergencies. A completed Internal Contact List is provided in *Section 8.7*.

External Contact Information

The Agency maintains accurate and up-to-date external contact information on key community emergency management personnel and first responders to be notified in the case of safety and security emergencies. A completed External Contact List is provided in *Section 8.7*.

4.1.3 *Emergency Response Team Roster*

The Agency maintains an accurate and up-to-date roster that includes contact information of the transit incident management team in advance of any incident. The roster identifies personnel and roles for emergency response. This team is based on the Incident Command System (ICS) discussed in *Section 5.4*. A completed Emergency Response Team Roster is provided in *Section 8.8*.

4.1.4 *Succession Plan*

The Agency maintains a plan to ensure continuity of management throughout any emergency incident. The succession plan provides an internal chain of command for the automatic delegation of authority in cases where:

- The Emergency Response Coordinator (ERC) or other Agency incident response personnel are no longer able to perform incident-related duties due to injury, illness, exhaustion/rest and/or recuperation.
- A member of the incident response team is temporarily unable to perform incident-related duties due to a loss of radio or phone service.

- Regular members of the agency incident response team are unavailable due to travel (e.g., vacation and professional development).

The succession plan designates the next most senior leader required to manage temporary duties normally assigned to higher-level personnel. A completed Succession Plan is provided in *Section 8.9*.

4.1.5 Radio Communication

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all Agency employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the Federal Communications Commission (FCC). Profanity, abusive language, or other inappropriate transmissions are not allowed and may result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall always be tuned to the appropriate assigned frequency.
- Staff will initiate communications by first stating whom they are calling, followed by who is making the call. After the transmission, both parties will indicate that the transmission is completed by stating their call sign and "clear."
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions will not be interrupted unless it is an emergency.
- When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, staff will establish communications on the primary frequency and immediately shift to the second frequency. They will state the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following information as soon as possible:
 - Detailed description of who they are and their location
 - Assistance required
 - Number of passengers involved and the nature of their condition(s)
- Staff not involved with the emergency will stay off the radio. Communications will be between Dispatch and the unit requesting assistance.
- After the initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

4.2 Internal Prevention Strategies

The Agency has implemented the following strategies within its system. In addition, the FTA developed a benchmark self-assessment tool for the entire transit industry. The Top 20 Security Action Items Checklist helps transit agencies assess their current state of security readiness, identify any gaps, and improve their security posture. The Agency completed the FTA Top 20 Security Action Items Checklist which is provided in *Section 8.10*.

4.2.1 Agency Policies and Procedures

OSHA Requirements

The Agency periodically inspects its facilities and staff working conditions to ensure the Agency is compliant with all applicable Occupational Safety and Health Administration (OSHA) requirements.

Emergency Operations Policies

The Agency has Operations Policies to address emergency response. Particular attention is given to the following issues:

- **Checking Weather and Other Hazardous Conditions:** Managers are responsible for checking the weather and other reports to ensure it is safe to send vehicles on the road. The designated individual checks this information before each shift and at appropriate intervals, especially if severe weather is expected. Drivers performing their routes continuously assess road conditions, evaluating weather, construction, accidents, and other situations to ensure it is safe to proceed. Every effort is made to avoid sending drivers on routes if it is unsafe to do so. If a condition arises requiring a driver to abort a route, the dispatcher will contact the driver (or the driver will alert the dispatcher), and the dispatcher will provide instructions on how to proceed. A dispatcher log is maintained with a narrative description of what occurs during each shift. This enables the incoming dispatcher to read the previous shift log and know what needs to be tracked, problem areas of concern, or what is going right and wrong. The Agency uses National Weather Service warnings, forecasts, advisories available on The Weather Channel¹, and weather radios monitored at the dispatch site to track real-time information on the following conditions:

Hazardous weather outlooks	Heavy freezing spray warnings	Gale warnings
Special weather statements	Dense fog warnings	Tornado watches/warnings
Winter storm watches	Fire weather forecasts	Hurricanes
Winter storm warnings	High wind warnings	Flood warnings
Snow and blowing snow advisories	High wind watches	Flood statements
Winter weather advisories	Wind advisories	Coastal flood statements

- **Aborting or Changing Route Due to a Hazard:** As much as possible, the Agency will avoid dispatching vehicles in potentially hazardous conditions. The primary policy during hazardous or emergency events requires the driver to immediately communicate with the dispatcher to describe the situation and awaits instruction. The exception to this policy is if there is a life-threatening situation where the driver must act first and communicate with the Agency dispatcher second. Policies are in place for a range of situations.

Protocol to report unsafe route conditions:

- If the driver notes the hazard, he/she must call the dispatcher, describe the situation, and await further instruction.

¹ www.weather.gov

- If non-driver staff notes the hazard (e.g., the dispatcher becomes aware that a tornado is approaching), the dispatcher will contact the driver and provide direction.

Response to unsafe route conditions may be as follows:

- To abort the route and locate passengers to the nearest emergency drop point (see policy on emergency drop points)
- To abort the route and return to the Agency (particularly if there are no passengers on the vehicle)
- To drop off some or all passengers at the next stops and then abort the route, following dispatcher instructions (returning to the Agency or using an emergency drop point)

- **Emergency Drop Points:** Pre-existing agreements are in place for drop points. The Agency maintains and reviews a list of drop points every quarter. Emergency drop points are pre-designated safe locations used by drivers to drop off passengers when instructed to do so by the dispatcher or designated backup. In the event of an emergency, the dispatcher contacts the driver and provides instructions about where to drop off passengers and the estimated time to drop them off.

Drop point selection is based on the following factors:

- Staffing (All drop points must be staffed.)
- Geographic distribution
- Physical safety of drop points
- Prioritization of passenger needs based on critical factors (i.e., medical needs of persons in the area, environmental conditions, etc.)
- Availability of on-site personnel to address passenger needs

Drug and Alcohol Policies

A critical element of the Agency's commitment to safe operations is ensuring that employees are not impaired due to the use of alcohol, illegal drugs, prescription drugs, or over-the-counter medication.

The Agency follows the requirements set forth under 49CFR Part 655 and 49CFR Part 40 amended as mandated by the FTA. The main point is the protection of the riding public and transit employees, and all efforts are geared toward this end. The Agency's drug and alcohol program includes specific policies, procedures, and responsibilities, or references the appropriate master document containing the information.

4.2.2 Employee Training Documentation

The Agency maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as part of training requirements. Because training transit operations personnel is not a one-time activity, the Agency provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures, and/or regulations.

4.2.3 Exercises and Drills

The Agency is committed to assessing its emergency preparedness plans through disaster drills and exercises and participating in community emergency response exercises. This commitment requires the transportation system and community public response agencies to plan and conduct increasingly challenging exercises over time. Implementation of such a program allows the collective community to achieve and maintain competency in executing the transportation component of local emergency response plans.

This program comprises five major exercises, each with a different purpose and requirement. Each step is progressively more sophisticated in nature and will be undertaken in a step-by-step and long-term implementation plan that is integrated into the overall community response.

1. Basic awareness training to familiarize participants with roles, plans, and procedures, and resolve questions of coordination and assignment of responsibilities
2. Operational training to familiarize front-line staff with roles, plans, and procedures, and resolve questions of coordination and assignment of responsibilities.
3. Tabletop exercises that simulate emergencies in an informal, low-stress environment. These exercises are designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans and practical working experience.
4. Drills that test, develop, or maintain skills in a single response procedure (e.g., communications, notification, lockdown, and evacuation procedures). Drills can be managed within the organization, or coordinated with partner agencies, depending upon the drill objective(s). Drills help prepare players for more complex exercises in which several functions are simultaneously coordinated and evaluated.
5. Functional exercises are full-scale simulated incidents that evaluate one or more functions in a time-pressured realistic situation that focuses on policies, procedures, roles, and responsibilities. It includes the mobilization of emergency personnel and the resources appropriate to the scale of the mock incident. Functional exercises measure the operational capability of emergency response management systems in an interactive manner resembling a real emergency as closely as possible.

4.2.4 Driver Selection and Training

Driver selection is critical to the Agency's safe transit operations. The driver of an Agency transit vehicle is directly responsible for the safety of his or her passengers and other drivers that share the road with the transit vehicle. The driver selection criterion addresses specific, safety-related items.

LICENSING: Driver is properly licensed, and the license is appropriate for the type of vehicle the driver is assigned. Licensing also considers local authority requirements.

DRIVING RECORD: Driver has an acceptable past driving record over a reasonable period of time. The driving record demonstrates an ability to follow traffic rules and regulations and thus avoid accidents.

PHYSICAL REQUIREMENTS: Driver is physically able to perform the functions associated with the assignment. These factors include good eyesight with true color perception, good hearing, physical

strength, dexterity to assist disabled passengers (especially in demand responsive/para-transit assignments), or other factors that may be unique to the service area and/or specific driving assignments.

BACKGROUND CHECKS: The Agency performs background checks on all employees to protect against hiring personnel with a history of aberrant behavior.

Once qualified candidates are identified and hired, the Agency provides initial and ongoing refresher training critical to ensure proper operations and adherence to the Agency rules and regulations. The Agency understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation. Training courses include:

TRAFFIC REGULATIONS: Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).

DEFENSIVE DRIVING AND ACCIDENT PREVENTION: Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success. Special attention is given to driving in hazardous conditions.

TYPE OF VEHICLE IN SERVICE: Training focuses on the type of vehicle that will be used in service. Significant differences can exist among different bus models and different manufacturers, and equipment may have characteristics that are unique to the service environment.

BASIC DRIVING MANEUVERS: Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

CRISIS MANAGEMENT TRAINING: Training covers emergencies the driver may face while operating the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to managing violent perpetrators. The training includes the following subjects:

- Accidents
- Fire safety
- Securing the vehicle
- Vehicle evacuation
- Ill and injured passengers
- Bloodborne pathogens
- Handling conflict
- Basic crisis management steps
- Transit security

PASSENGER ASSISTANCE TRAINING: Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The training includes the following subjects:

- Understanding passenger needs

- Understanding disabilities
- Americans with Disabilities Act (ADA)
- Communicating with passengers
- Sensitivity to passenger needs
- Mobility devices
- Lifting and body mechanics
- Aiding passengers
- Wheelchair management
- Lift and ramp operations
- Emergency procedures

FIRST AID: Training includes triage and procedures, focusing on clearing air passages, controlling bleeding, bloodborne pathogen protection, handling shock victims, and reacting to seizures.

4.2.5 Facilities Readiness

The Agency continually assesses the physical and procedural security systems and exposures of its facilities. The Agency will consider threats and vulnerabilities previously identified. Conditions affecting facility security change constantly. A facility's contents, layout, operation, staffing, and types of threats may vary with time. Even mundane changes such as overgrown vegetation surrounding a facility's exterior may shield the view of potential intruders thereby lowering security. The Agency reviews security measures periodically, including when facilities or other conditions change significantly.

The Agency also performs the following:

- Updates risk assessments and site surveys
- Evaluates employee and contractor compliance with security procedures
- Determines whether security procedures need modification
- Establishes ongoing testing and maintenance of security systems including access control, intrusion detection, and video surveillance

The Agency gives special attention to:

- Developing and modifying security plans
- Encouraging personnel to maintain a heightened awareness of suspicious activity
- Providing special attention to perimeter security and access control
- Maintaining proactive facility visitor access and control efforts
- Verifying the identity of service and delivery personnel
- Heightening security measures involving buses and other vehicles
- Securing access to utilities, boiler rooms, and other facility maintenance operations
- Examining and enhancing physical security measures related to outside access to HVAC (e.g., heating, ventilation, and air conditioning) systems and utility controls (e.g., electrical, gas, water, phone)
- Securing chemical and cleaning product storage areas and maintaining appropriate records of such items
- Conducting status checks of emergency communication mechanisms
- Implementing information security programs including website access to sensitive information

- Identifying high-risk facilities, organizations, and potential targets in the community surrounding the transit facility
- Using ID badges for all employees for security purposes
- Using surveillance cameras to monitor facilities and/or transit vehicles
- Ensuring adequate lighting for the facility grounds
- Installing fencing or similar barrier around the perimeter of the facility and storage areas
- Developing, reviewing, refining, and testing crisis preparedness procedures

4.2.6 Bus Stop Locations

When a decision is made to establish a bus stop, the Agency assesses bus stop locations to ensure stops are in the most secure areas possible. Guidelines for this assessment include areas that are highly visible, well-lit, located in populated areas, located away from unsafe areas, and co-located with other activity centers.

4.2.7 Computers

Computer backups of key financial data, personnel information, dispatch records, and other information are performed regularly to prevent data loss in the event of a system failure or corruption. A data backup solution such as cloud storage is utilized to ensure the recovery of sensitive information.

4.2.8 Vehicle Readiness

On-Board Safety Equipment

It is the Agency's policy to maintain fully stocked first aid kits, biohazard cleanup packs, fire suppression equipment, vehicle emergency equipment, and emergency instructions in all vehicles. Batteries for battery-operated equipment will be replaced semi-annually. The assigned driver inspects the vehicle daily for the following emergency supplies and documents results on the pre-trip inspection sheet. In addition, when a mechanic returns a vehicle to service, they ensure the required safety equipment is on the vehicle. Safety equipment includes, but is not limited to, a first aid kit, fire extinguisher, seat belt cutter, bio-hazard kit, triangles, and flashlight.

Driver's Vehicle Checklist

Agency drivers complete a vehicle pre-trip inspection checklist when placing a vehicle into service. This pre-trip inspection includes:

- Inspecting the vehicle's required safety equipment
- Inspecting vehicle interior to detect unauthorized objects or tampering
- Inspecting interior lights to ensure they are untampered and operational
- Inspecting vehicle undercarriage to detect items taped or attached to the frame
- Inspecting vehicle exterior for unusual scratches or marks made by tools, signs of tampering, unusually clean or dirty compartments, or items attached using magnets or duct tape
- Following established policy governing suspicious packages, devices, or substances to determine if an unattended item or an unknown substance found during inspection is potentially dangerous
- Immediately notifying a supervisor in the case of potentially suspicious package(s) or evidence of tampering (driver should not start or move the vehicle or use electronic means of communication)

Mechanic's Vehicle Checklist

Agency mechanics or contracted mechanics make the following security checks before releasing a vehicle for revenue service:

- Ensure required safety equipment is on the vehicle
- Inspect vehicle interior for unauthorized objects or tampering
- Inspect interior lights to ensure they are untampered and operational
- Inspect vehicle undercarriage for items taped or attached to the frame
- Inspect vehicle exterior for unusual scratches or marks made by tools, signs of tampering, unusually clean or dirty compartments, or items attached using magnets or duct tape
- Inspect the engine compartment and other areas to detect foreign objects or false compartments in the air filter area or the cold oil filter and search for additional wires running to or from the battery compartment while taking note of unusually clean components and devices
- Inspect the fuel and air tanks to detect inconsistent and missing connections

If the mechanic finds an unattended item or an unknown substance while conducting the inspection, the policy on suspicious packages, devices, or substances to determine whether the package is potentially dangerous is followed, and a supervisor is immediately notified.

Vehicle Maintenance

The Agency provides proper maintenance of vehicles and equipment critical to the continued safe operation of the transit system. Unsafe vehicles present unnecessary hazards to the driver, passengers, and other vehicles on the road. Basic vehicle maintenance practices regularly address safety-related vehicle equipment to ensure that no unsafe vehicles are dispatched for service. Safety-related vehicle equipment includes:

- Service brakes and the parking brake
- Tires, wheels, and rims
- Steering mechanism
- Vehicle suspension
- Mirrors and other rear vision devices (e.g., video monitors)
- Lighting and reflectors or reflective markings
- Wheelchair lifts

Most safety-related equipment is inspected during a pre-trip inspection to ensure the vehicle is fit for service. The Agency has established a formal plan to target the maintenance requirements of our vehicles and equipment. The vehicle maintenance plan addresses the following categories:

- Daily servicing needs: These needs relate to fueling as well as checking and maintaining proper fluid levels (e.g., oil, water, etc.), vehicle cleanliness, pre-and post-trip inspections, and maintenance of operational records and procedures.
- Periodic inspection: Inspections are scheduled to provide maintenance personnel with an opportunity to detect and repair damage or wear conditions before major repairs are necessary. Inspection items include suspension elements, leaks, belts, electrical connections, tire wear, and any noticeable problems.

- Interval-related maintenance: This maintenance identifies wear, alignment, or deterioration problems of parts or fluids. Replacement intervals of these items are determined through transit agency experience and manufacturer recommendations.
- Failure maintenance: Regardless of the preventative maintenance activities, in-service failures will occur. When an encountered failure creates unsafe operating conditions, the vehicle is removed from service and returned to the garage for repair.

Vehicle Storage

When possible, Agency vehicles are stored in a secured and well-lit location.

4.2.9 Safety Data Acquisition/Analysis Procedures

The Agency analyzes safety and security data to optimize the allocation of finite resources and implement safety program elements. Data on safety-related events (e.g., passenger injuries or claims, passenger complaints, employee injuries, accidents, incidents, EOLs, turnarounds, bus stops, and shelters) is used to determine trends in system operations. The goal is to identify and mitigate hazards before they cause accidents, thus boosting system performance and delivery of service to the riding public.

4.2.10 "Be on the Look Out" Procedures

The Agency understands its role as the community's eyes, ears, liability, and general first line of defense. Therefore, it is committed to training and encouraging all employees to "Be on the Look Out" for any suspicious people, activities, vehicles, packages, or substances. Employees are trained to trust their instincts and report suspicious items, vehicles, people, or activities to dispatch/management who will then immediately share this information with the appropriate authorities.

Suspicious Item

Public transportation systems frequently deal with items left unattended in stations and vehicles. Although these unattended items are rarely linked to explosive devices, they all represent a potential threat and require systematic examination. If an unattended item is deemed unsuspicious, it will be treated as lost property and managed according to agency protocol.

The Agency trains employees to identify items, packages, and devices as suspicious if they meet any of the following criteria:

- Threatening message is attached
- Unusual wires or batteries are visible
- Tanks, bottles, or bags are visible
- Clock or timer is attached.
- Stains, leaks, or powdery residue
- Strange odor, cloud, mist, vapor, or sound emanates from it
- Active attempt has been made to hide it
- Abandoned by someone who quickly leaves the scene
- No one in the immediate area claims it
- Common objects in abnormal locations or uncommon objects in common locations
- Sealed with excessive amounts of tape or string

- Addressed with cut and paste lettering and/or have simple words misspelled
- Lopsided or lumpy in appearance
- Excessive postage attached

Once an item, package, or device is determined to be suspicious, the following steps are taken:

- Item is not touched or moved,
- The area or vehicle is immediately evacuated upwind,
- System management is notified (not using a radio or cell phone within 300 feet), and
- Appropriate action is taken (i.e., notifying of bomb analysis team).

Suspicious Vehicle

The Agency understands that vehicles (e.g., cars, trucks, boats, and bikes) are frequently used in criminal or terrorist attacks. Therefore, Agency employees are trained to be alert to suspicious vehicles in and around their work environment. Employees are told to report vehicles to system management and authorities when they notice any of the following:

- They contain unusual equipment which may be used in a violent act.
- They are overloaded and/or have bulging tires or sagging frames.
- They show signs of forced entry.
- They have altered or makeshift company insignia or license plates.
- They emit unusual odors, leaks, or residues.
- They are in an unauthorized area or near a potential, catastrophic target.

Suspicious Person and Activity

The Agency trains its employees to be aware of suspicious people and activities. Employees are taught to focus on behaviors and not on a person's color, nationality, ethnicity, or religion. Determining what is suspicious is based on 1) where someone is, 2) when he or she is there, and 3) what he or she is doing. Employees are encouraged to trust their judgment based on their experience in the community and transit system, and they typically use a combination of factors to accurately identify a suspicious person or act.

Specific actions of concern that may meet the suspicious reporting threshold include people appearing to be:

- Gathering intelligence
- Running security tests
- Attempting infiltration
- Conducting a dry run/drill
- Deploying assets

The Agency trains employees to determine if a behavior is suspicious based on the following categories:

- Attitude of the person
- Apparel and accessories
- Body language
- Actions in and around crowds
- Reaction to a uniformed presence
- Attention to secure or high-profile locations

4.3 External Coordination

The Agency will proactively coordinate with local emergency management, law enforcement, and other first responders for an integrated response to emergencies and security-related events. The Agency will meet regularly with local emergency management staff, local law enforcement, and other first responders to review local and transit agency emergency plans. These meetings will ensure transit is integrated into these plans and is prepared to play its defined role in an emergency.

4.3.1 Community Emergency Management

Effective emergency response is the result of planning, training, exercising, and intra/interagency cooperation, coordination, and communication. Integration into the local community's emergency planning process is central to the success of the Agency SSEPP and the preparedness of the system. The Agency coordinates with local community emergency management to fulfill all SSEPP functions including threat mitigation, consequence management planning, exercising, training, and post-incident analysis. A Memorandum of Understanding between the Agency and the Community Emergency Management is provided in *Section 8.11*.

4.3.2 Law Enforcement

The Agency management regularly works with local and state law enforcement to improve security and emergency/incident preparedness and response capabilities. These activities include:

- Maintaining regular communications with law enforcement
- Meeting at least once a year to ensure transit issues are understood by law enforcement
- Developing an emergency contact list for dispatchers
- Communicating regularly on optimal incident reporting methods that will offer law enforcement all necessary information
- Participating in cooperative emergency preparedness training programs
- Establishing appropriate methods of communication for continuous coordination during an emergency
- Establishing procedures for supplying the unique types of emergency services that may be required in emergencies

4.3.3 Fire Department

The Agency works with the local fire departments regularly to support improved security and emergency/incident preparedness and response. The following activities are included:

- Maintaining regular communications with fire services
- Establishing the level of service (e.g., equipment and personnel) to be delivered in response to various types of emergencies
- Specifying in advance the level of notification, command and control, and degree of responsibility that will apply on site
- Establishing appropriate methods of communication and developing procedures for continuous coordination and transfer of command
- Providing training for fire department personnel to familiarize them with transit vehicles and equipment, including wheelchair lifts and access/egress procedures

- Conducting periodic drills in cooperation with the fire department
- Scheduling a meeting at least annually to ensure transit issues (e.g., evacuation of transit vehicles and considerations for persons with disabilities) are understood by fire officials
- Identifying any special tools and equipment the firefighters might need to address transit emergencies (particularly items that they would not normally possess)
- Inviting firefighters to visit the Agency annually and walking them through transit vehicles and facilities
- Reviewing current fire-related plans and policies
- Ensuring fire annunciation and evacuation procedures are part of the standard procedures and training for operators

4.3.4 Emergency Medical Services

The Agency works with the local emergency medical services (including hospitals) regularly to support improved medical response. Preparations include the following activities:

- Maintaining regular communications with emergency medical services (EMS)
- Scheduling a meeting on transit property or at the offices of EMS at least annually to ensure transit issues are understood by the organization
- Establishing appropriate EMS unit jurisdictions
- Establishing the level of service (equipment, personnel, etc.) to be delivered in response to various types and degrees of emergencies
- Establishing appropriate methods of communication for continuous coordination during a response
- Familiarizing EMS personnel with transit vehicles and facilities
- Conducting periodic drills in conjunction with EMS personnel

4.3.5 Transit Equipment Training for First Responders

The Agency holds annual training with local first responders to improve familiarity with the transit fleets, facilities, and operations. Key areas covered include:

- Vehicle and facility entry (windows, doors, and hatches)
- Hazardous materials
- Facility exit routes and safety zones
- Equipment shutdown
- Emergency dump valves
- Battery cut-off switches
- Appropriate zones to breach transit vehicles in event of an incident
- Communications compatibility

5. RESPONSE

5.1 Emergency Information Dissemination

During critical incidents, the Agency understands that what is communicated to the public is critically important. Public affairs preparedness includes fostering positive relationships with elected and appointed officials, civic leaders, and the media to help the Agency meet its goals for ridership, revenue, and public recognition on a day-to-day basis. During a crisis, the media relations/public information function proactively works with these constituent audiences to provide accurate and verified information regarding what has happened, what the agency is doing about it, and how it might affect the community. In incidents involving injuries and deaths, the release of certain information is subject to a variety of federal laws. Particular attention is given to monitoring the appropriate release of sensitive security-related transit information to the public.

Response Objectives

- Providing timely, accurate, and coordinated public information
- Minimizing negative publicity
- Highlighting positive response efforts of agency and staff

Priority Response Actions

- Crafting messages incorporating verifiable incident information
- Distributing approved messages to internal audiences (board, staff, advisory committees) and responding to requests for information
- Distributing approved messages to external audiences (media and public) and respond to requests for information

Critical Concerns

- Impact on service delivery
- Message coordination
- Expected release of incident investigation reports
- Media coverage and public perception
- Relationships with elected officials, partner agencies, and internal audiences

5.2 Internal Incident Response

Agency frontline employees may be responsible for managing security incidents and threats (potential or actual). These employees are taught to assess the situation and decide on the appropriate action. It is also their responsibility to manage incidents and threats until emergency responders arrive. They are instructed to serve as a resource to emergency responders until the incident or threat is resolved.

Response Objectives

- Protecting/preserving self
- Protecting passengers/others
- Protecting/securing vehicle/property
- Stabilizing incident

Priority Response Actions

- Performing triage
- Managing risk
- Requesting incident resources

Critical Concerns

- Accurate analysis and scene assessment
- Delegation to able-bodied passengers
- Passenger accountability

5.2.2 Incident Management Requirements

- Attend a safety orientation.
- Maintain a calm demeanor.
- Use quick thinking and be decisive.
- Be adaptable and flexible.
- Be proactive.
- Be realistic about personnel and agency limitations.

5.2.3 Incident Management Constraints

- Decisions and actions need to be made promptly.
- Limited resources may be available.
- Minimal information may be available.
- Environment may be demanding and highly stressful.
- Communication systems may be compromised.

5.2.4 Incident Management Steps

1. INFORMATION GATHERING AND ANALYSIS: Pre-incident information includes knowledge of patterns, trends, or history of any similar events. Empirical or perceptual information is what is observed. Cognitive information is what has been learned through training and experience.

2. **PROBLEM IDENTIFICATION AND ASSESSMENT:** Hazards must be identified. The type of hazard and the credibility of the threat are included in this determination. Risk must be determined by considering the number of potential victims, critical assets exposed, and the extent of the impact area.
3. **DEVELOPING A STRATEGY AND TACTICS:** A strategy is an overall goal or desired outcome to be achieved while minimizing injury, property damage, and service disruption. Tactics are specific objectives and the corresponding tasks that will be used to achieve the goal or strategy.
4. **IMPLEMENTING A PLAN:** Plan implementation includes directing others, communicating, delegating, notifying, and requesting resources.
5. **EVALUATING RESULTS:** Plans must be evaluated on an ongoing basis to ensure tactics remain appropriate and are having a positive effect.

5.3 Suspension/Restoration of Service

Agency management will evaluate the vulnerability of agency assets (people, information, and property) in the event of an emergency to determine whether transit operations can be maintained and at what level. If transit operations must be suspended, the Emergency Response Team will coordinate service suspension protocols and, when practical, restore essential transit services within the constraints of resource availability and safety considerations. Communication regarding the suspension and restoration of transit services should be executed according to procedures described in Section 5.1.

5.4 Incident Management

5.4.1 National Incident Management System

The Federal Emergency Management Agency (FEMA) developed the National Incident Management System (NIMS) to help government and private stakeholders at all levels respond effectively to emergencies and disasters. Most incidents are managed daily by a single authority at the local level, often by fire personnel, EMS, and law enforcement. Even for incidents with limited scopes, coordination and cooperation among the responding organizations, including transit, are essential for an effective response.

The NIMS provides a set of standardized organizational structures such as the Incident Command System and processes, procedures, and systems. These processes and procedures are designed to improve interoperability among jurisdictions and disciplines in various areas (command and management), resource management, training, and communications.

The Agency management is committed to training and working within the NIMS structure as part of the community emergency response team. FEMA's *An Introduction to the National Incident Management System (IS-700.B)*² course provides the requirements. This SSEPP takes an all-hazards approach using a common standard of efficient and coordinated response across multiple agencies, which is consistent with

² <http://training.fema.gov/EMIWeb/IS/is700.asp>

the overall structure of NIMS that includes resource management, command and coordination, and communications and information management.

5.4.2 Incident Command System

The Incident Command System (ICS) is a standardized on-scene incident management concept designed specifically to allow responders, including transit, to adopt an integrated organizational structure equal to the complexity and demands of any single incident or multiple incidents, without hindrance by jurisdictional boundaries.

The Agency management is committed to training and working within the Incident Command System structure as part of the community emergency response team. Three FEMA courses provide ICS information and requirements, as follows:

- Introduction to the Incident Command System (IS-100.C)³
- Basic Incident Command System for Initial Response (IS-200.C)⁴
- Introduction to the National Incident Management System (IS-700.B)⁵

5.5 Interagency Emergency Response

The local emergency manager or their designee will contact the Agency when an emergency occurs in the community and a state of emergency is declared that requires transit agency participation, response, or awareness. The Agency will follow emergency response procedures based on whether the event is during normal hours or after hours of operation. Both emergency responses are described below.

5.5.1 Normal Hours Emergency Response

During normal operating hours, the following policy is followed:

- Initial contact is made by the emergency manager or his/her designee using the first responder checklist maintained in the Emergency Management Plan.
- The most senior person on duty is the initial Agency Emergency Response Coordinator (ERC). The ERC gives a phone number to the individual calling (or another means through which the ERC will remain constantly available) for updated emergency information communications during the emergency.
- The ERC performs the following functions:
 - Contacts all on-duty vehicles (by radio) to notify them that they are needed for emergency response.
 - Directs all affected drivers to unload their passengers at a designated point and proceed to the staging area designated by the Agency.
 - Records an approximate time of arrival (estimated time of arrival - ETA) at that staging area with notification upon arrival.

³ <https://training.fema.gov/is/courseoverview.aspx?code=IS-100.c>

⁴ <https://training.fema.gov/is/courseoverview.aspx?code=IS-200.c>

⁵ <http://training.fema.gov/EMIVeb/IS/is700.asp>

- The ERC calls employees on the emergency phone list and informs them that the Agency is responding to a community emergency.
- Establishes an Agency incident command center at the transit facility or other available location as circumstances dictate.
- The ERC remains in charge of all response activities throughout the emergency unless relieved by a more senior manager.
- The ERC has the authority to allocate all Agency personnel and equipment as necessary to respond to the emergency at hand.
- The ERC has the emergency authority to procure parts, fuel, and other essentials necessary to continue and sustain the Agency emergency response activities.
- The ERC continues to make efforts to contact all Agency personnel, as well as Agency board members (as time and response efforts may permit), to inform them of our participation.
- The ERC provides personnel and resources in the quantities requested and to various locations as directed by the emergency manager or his/her designee.
- The ERC remains on-duty in an active status until relieved or directed by the emergency manager or his/her designee that the transit agency's participation in the emergency response is no longer required.
- The ERC remains in communication with the Transit Director to the maximum extent possible.

5.5.2 After Hours Emergency Response

After normal operating hours, the Agency will adhere to the following policy:

- Emergency Manager or their designee will initiate contact based on the Agency's emergency contact list.
- Emergency Response Coordinator (ERC) is either determined by the Emergency Manager or the most senior person available. ERC provides their phone number to be used for communications during the emergency.
- ERC begins to call persons listed on the internal contact list to inform them that the Agency is responding to a community emergency. During this stage, the ERC:
 - Coordinates the opening of the transit facility where the Agency vehicles are located and
 - Establishes an Agency incident command center at the transit facility or other available location as circumstances dictate.
- The ERC remains in charge of all response activities throughout the emergency unless relieved by a more senior manager.
- The ERC has the authority to allocate all Agency personnel and equipment as necessary to respond to the emergency at hand.
- The ERC has the emergency authority to procure parts, fuel, and other essentials necessary to continue and sustain the Agency emergency response activities.
- The ERC continues to contact all Agency personnel, as well as the Agency board members (as time and response efforts may permit) to inform them of our participation.
- The ERC provides personnel and resources in the quantities requested and to various locations as may be directed by the emergency manager or his/her designee.

- The ERC remains on duty in an active status until relieved or directed by the emergency manager or his/her designee that the transit agency's participation in the emergency response is no longer required.
- The ERC maintains a time annotated log of all activities as well as a contact log.

5.5.3 Evacuation Procedures

The Agency provides evacuation and transportation support to the Incident Command Post (ICP) and those parts of the community affected by the disaster.

General

- At the direction of incident command or the transit base station, drivers will pick up evacuees from specifically designated locations and transport them to designated shelters or secure locations.
- To the maximum extent possible, drivers will track where special needs passengers are delivered.

Transit Management

- Coordinate with EOC and IC.
- Report to the transit agency incident command center.
- Provide drivers with assembly points and conduct briefings.
- Determine the location of all shelters and identify the logistical support required.
- Communicate this information to the transit base station and to supporting bases.
- As directed by the incident commander or his/her designee, respond to changing requirements for transportation and evacuation support.
- Identify support facilities for drivers.

Dispatcher

- Establish communications and provide support to transit management and the ICP as requested.
- Notify support social service and contract agencies of disruptions and/or cancellations of service.
- Sustain whatever level of routine operations is feasible.
- Begin contingency planning for driver replacement, rest, and recycling.

Bus Drivers

- Communicate with dispatch.
- Follow the guidance provided by the transit incident command center, dispatch, and the ICP.
- Do not take risks that place driver, passengers, or vehicle at significant risk.
- As needed, help passengers that have visual, hearing, or mobility impairments to get on or off the bus.
- Rest, refuel, and eat when possible.
- If fatigue becomes a safety issue, notify transit management immediately.

6. RECOVERY

6.1 Restoration of Operations

After an emergency, the Agency staff evaluates the status of its assets, the condition of the community environment, and the needs of its customers. Upon the completion of that evaluation, steps are taken to restore essential transit services as soon as practical and possible and within the constraints of environmental realities, resource availability, and safety considerations.

6.2 Cleanup and Inspection

The Agency inspects facilities, vehicles, and agency property for damage or need for cleanup after an emergency. The purpose of this activity is to restore the Agency and its assets to the previous state before the emergency. Some recovery activities may be immediate while others may be long-term (e.g., replacement of vehicles or facilities).

6.3 Documentation of All Agency Resources

After an emergency, the Agency management documents the use of agency resources including any vehicles used during the event — as well as the status and condition of the resources — to begin the process of maintaining assets and reinstating their service.

6.4 Follow-Up Debriefing

To mitigate the possible negative psychological effects of an emergency, Agency staff involved in emergency incidents meet to discuss response activities and to process emotional issues that may arise. Agency managers should ensure the availability of support services to all parties who may have been directly or secondarily impacted by the event, including family members of all employees involved.

6.5 After Incident Report

Following an incident, Agency management completes a report to assess the responses of personnel during the incident. This information is used to modify policies, provide additional training, and give feedback to those involved to enhance future incident responses. This report focuses on such issues as the emergency notification process, the establishment of incident command, the incident communication system, and the strengths and weaknesses of the response effort. An After Incident Report template to be used for each security incident is provided in *Section 8.13*.

6.6 Insurance

Agency management reviews its insurance policies and coverage and contacts its insurance carriers to ensure timely reimbursement response. Additionally, it makes appropriate changes to future insurance policies as may be deemed appropriate based on an evaluation of the effectiveness of existing coverage.

6.7 Counseling Support for Staff

Agency management recognizes that an incident may have adverse psychological effects on employees, including Post Traumatic Stress Disorder. Agency will ensure that employees have access to support services including a mandatory post-incident debriefing, provide information on professional counseling resources, and serve as an empathetic listener to aid those involved in emergencies or incidents of violence. The Agency will also consider providing support services to family members of personnel who may be impacted.

6.8 Long-Term Recovery

The goal of long-term recovery is to ensure that the Agency emerges from the crisis even stronger than before the event. The long-term recovery initiatives include the following steps:

- Analyzing the After Incident Report to develop and implement long-term recovery strategies
- Determining the fiscal impact of the emergency on the transit agency and budgeting for recovery, including insurance reimbursement and non-reimbursement issues as well as federal and state financial assistance opportunities
- Building upon existing relationships with emergency management and first responders based on unmet coordination needs identified by the interagency response effort to the incident
- Initiating public relations activities to rebuild confidence in the transit operation for customers and the community as a whole

7. ACTIVATE AND UPDATE SSEPP

Agency management is committed to providing a safe, secure, and reliable environment and service for its passengers and employees. It is committed to being a safety, security, and emergency preparedness resource to the community, region, and nation. To this end, the SSEPP is an important and ongoing cornerstone of this system's transit operation.

7.1 Activation

This SSEPP has been activated through a Memorandum of Executive Approval which has been shared with all employees of the Agency and all key stakeholders within the community. A completed Memorandum of Executive Approval of the SSEPP is provided in Section 8.14.

7.2 Evaluation and Modification of SSEPP

This SSEPP is a "living document" and, therefore, addresses issues associated with safety, security, and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate Agency personnel to continually evaluate the effectiveness of this SSEPP and the effectiveness of its implementation.

The SSEPP is thoroughly reviewed periodically (annually at a minimum). Any changes in information pertinent to the SSEPP will be updated as needed. Agency management is responsible for this review, which includes:

- Updating contact information contained in the SSEPP for accuracy
- Assessing employee knowledge and awareness
- Revising programs and procedures included in the SSEPP
- Performing an annual review of the chain of command and updating as needed
- Coordinating with designated entities who serve as backup locations for operational relocation during an emergency to ensure that they are cognizant of agreements in place

In addition, certain changes in the agency may require immediate revision to the SSEPP, including:

- The addition of new members to the organization and outside the organization with specific roles identified in the SSEPP
- New operations or processes that affect the SSEPP
- New or renovated facilities or changes in layout
- Changes in relationships with outside agencies
- Changes in the identification of potential threats and accompanying vulnerabilities

Following the use of the SSEPP in emergencies, the Agency management reviews the organization's response and compares it with the procedures and requirements outlined in the SSEPP. Based on this review, Agency management identifies areas that can be improved or adjusted in the plan to ensure more effective responses in the future.

7.3 Updating SSEPP

After internal and external evaluations, and based upon SSEPP review findings, the Agency management will revise this SSEPP and supporting documentation and training to reflect new practices, policies, and procedures. The revised SSEPP, accompanied by a new Memorandum of Executive Approval of the SSEPP, will then be shared with all transit employees and all key stakeholders within the community.

8. SUPPORTING DOCUMENTS

The Agency has completed the following supporting documents as a part of the SSEPP. These supporting documents will be revised based on changing threat information, system vulnerabilities, emergency management structure, and personnel working in a safe and security-related capacity, either inside the organization or within the community.

8.1 Capabilities Assessment

8.2 Key Personnel and SSEPP Responsibilities

8.3 Asset Analysis

8.4 Risk Assessment

8.5 Countermeasure Recommendations

8.6 Transit Safety/Security Alert System

8.7 Internal and External Contact Lists

8.8 Emergency Response Team Roster

8.9 Succession Plan

8.10 FTA Top 20 Security Action Items Checklist

8.11 Memorandum of Understanding with the Community Emergency Management

8.12 After Incident Report

8.13 Memorandum of Executive Approval of the SSEPP

8.1 Capabilities Assessment

The Capabilities Assessment consists of a checklist to determine the status of the security and emergency preparedness of the Agency's current operations. The assessment is separated into seven sections that include Security Awareness & Threat Management, Security and Preparedness Planning, Security & Preparedness Management, Threat & Vulnerability Assessment, Physical Security, Emergency Response Capabilities, and Previous Experience. This assessment will identify the Agency's existing baseline concerning security and emergency preparedness.

Instructions: Each question pertains to specific security and/or emergency preparedness activity. Please check Yes, No, or Not Applicable (N/A) for each question and the status of whether the Agency performs the activity.

- *YES indicates the Agency performs the activity.*
- *NO indicates the Agency does not perform the activity.*
- *N/A indicates the activity is not applicable to the operation, size, mode of service, or management of the system.*

SECTION 1: SECURITY AWARENESS & THREAT MANAGEMENT

1. Does your system check the National Terrorism Advisory System⁶?
☐ YES ☐ NO ☒ N/A
2. Has your system performed a Terrorism Vulnerability Self-Assessment, as recommended by the Federal Bureau of Investigation (FBI), in cooperation with local law enforcement?
☐ YES ☐ NO ☒ N/A
3. Does your system receive threat information and warnings from local law enforcement, state agencies, or other systems regarding local threat levels?
☒ YES ☐ NO ☐ N/A
4. Do personnel at your system keep informed of major community activities and events?
☒ YES ☐ NO ☐ N/A
5. Are personnel at your system aware of ongoing law enforcement concerns regarding specific communities or events that may be targeted for terrorist activity?
☒ YES ☐ NO ☐ N/A
6. Have system personnel been trained to challenge people who do not appear to belong in restricted areas or who do not have the appropriate identification displayed?
☐ YES ☐ NO ☒ N/A
7. Does the system have procedures in place for reporting suspicious occurrences in a manner that supports appropriate evaluation and decision-making by supervisors and management?
☐ YES ☐ NO ☒ N/A
8. Does your system have policies in place to ensure that security, operations, or maintenance personnel routinely check unattended public or open areas, such as restrooms, stairways, parking garages, and elevators for unusual, out-of-place, or abandoned items?
☐ YES ☐ NO ☒ N/A
9. Has the system trained personnel on recognizing and reporting unusual, out-of-place, or unattended objects?
☐ YES ☐ NO ☒ N/A
10. Has your system reviewed its policies for managing these objects (i.e., identifying lost-and-found items and reporting suspicious objects to management for further review)?
☐ YES ☐ NO ☒ N/A

⁶ <https://www.dhs.gov/national-terrorism-advisory-system>

11. Has your system incorporated security checks into policies for pre-trip inspections, vehicle cleaning, and vehicle fueling?

☒ YES ☐ NO ☐ N/A

12. Have appropriate personnel at your system received and reviewed security and emergency management materials from the FTA?

☒ YES ☐ NO ☐ N/A

13. Have appropriate personnel at your system received security or emergency management training from the FTA or another source?

☒ YES ☐ NO ☐ N/A

SECTION 2: SECURITY & PREPAREDNESS PLANNING

14. Has management accepted responsibility for security vulnerabilities during the design, engineering, construction, testing, start-up, and operation of the transportation system related to rehabilitations, extensions, and modifications?

☐ YES ☐ NO ☒ N/A

15. Has Executive Management endorsed a policy to ensure that security vulnerabilities are identified, communicated, and resolved through a process promoting accountability for decisions made?

☐ YES ☐ NO ☒ N/A

16. Does your system have unambiguous lines of authority and responsibility for ensuring that security is addressed at all organizational levels within the operation (including contractors)?

☐ YES ☐ NO ☒ N/A

17. Does your system have access to personnel with security management experience, knowledge, skills, and abilities?

☐ YES ☐ NO ☒ N/A

18. Does your system ensure that resources are effectively allocated to address security considerations?

☒ YES ☐ NO ☐ N/A

19. Is the protection of passengers, employees, contractors, emergency responders, and the public a priority whenever activities are planned and performed in the system?

☒ YES ☐ NO ☐ N/A

20. Wherever possible, does your system guide design, engineering, and procurement activity with an agreed-upon set of security standards and requirements (including design criteria manuals, vehicle specifications, and contracting guidelines)?

☒ YES ☐ NO ☐ N/A

21. Does your system routinely evaluate its capabilities to provide adequate assurance that the public and employees are protected from adverse consequences?

☒ YES ☐ NO ☐ N/A

22. Has your system committed to developing security mitigation measures to prevent and manage security vulnerabilities?

☒ YES ☐ NO ☐ N/A

23. Has your system appropriately documented its security measures in plans, procedures, training, and project requirements, specifications, and contracts?

☒ YES ☐ NO ☐ N/A

24. Does your system have a formal system safety security program documented in a plan?

☒ YES ☐ NO ☐ N/A

25. If yes, is the security plan current, reflecting current security operations and system configuration?

☒ YES ☐ NO ☐ N/A

26. If no, does your system have plans in place to develop a security plan?

☐ YES ☐ NO ☒ N/A

27. If no, prepare a brief list of all activities performed at your system that address security and preparedness concerns. (Include procedures for handling difficult people, workplace violence program, bomb threat management plan, procedures for identifying and reporting unusual occurrences, facility and vehicle evacuation and search procedures, and coordination with local law enforcement)

☐ YES ☐ NO ☒ N/A

SECTION 3: SECURITY & PREPAREDNESS MANAGEMENT

28. Does your system have a police or security department to implement the security program?

☐ YES ☐ NO ☒ N/A

29. If no, does your system use adjunct security personnel to support security for administrative and non-revenue facilities?

☒ YES ☐ NO ☐ N/A

30. If no, describe the activities performed by your system to coordinate security response with local law enforcement. Include memorandum of understandings (MOUs) and any reports that may be received regarding the occurrence of crime in the transportation system.

☐ YES ☐ NO ☒ N/A

31. Does your system have specific plans for managing bomb threats, threats regarding the release of chemical, biological, or radioactive materials, and/or threats against specific individuals?

☒ YES ☐ NO ☐ N/A

32. Does your system have specific plans to guide facility and vehicle evacuations and searches for unusual, out-of-place, or unattended packages?

☐ YES ☐ NO ☒ N/A

33. Does your system coordinate with local law enforcement to ensure a timely and effective response to identify a potential explosive device or other hazardous material?

☒ YES ☐ NO ☐ N/A

34. Does your system coordinate its security activities with neighborhood watch programs, other community and business security programs, and school safety programs to support integrated and coordinated approaches to shared problems?

☐ YES ☐ NO ☒ N/A

35. Has your system reviewed its procedures for managing mail and deliveries to assess security considerations?

☐ YES ☐ NO ☒ N/A

36. Are your employees trained to recognize and report threatening behavior and those activities that may be associated with the placement of an explosive device or the potential release of a hostile agent into the transportation environment?

☐ YES ☐ NO ☒ N/A

37. Do your employees understand their roles and responsibilities for protecting passengers, other employees, and the public from security threats?

☒ YES ☐ NO ☐ N/A

38. Have your employees received security-related training for dispute resolution and conflict management?

☒ YES ☐ NO ☐ N/A

39. Has your system developed a program to address workplace violence?

☐ YES ☐ NO ☒ N/A

40. Has your system provided local law enforcement and public safety organizations with transportation awareness training?

☐ YES ☐ NO ☒ N/A

SECTION 4: THREAT & VULNERABILITY ASSESSMENT

41. Has your system ever conducted a formal threat and vulnerability assessment?
- ☒ YES ☐ NO ☐ N/A
42. Does your system have a current listing of its critical assets?
- ☒ YES ☐ NO ☐ N/A
43. Does your system have a current description of physical and procedural security measures in place to protect these assets?
- ☒ YES ☐ NO ☐ N/A
44. Does your system have a current assessment of specific threats to its operation?
- ☒ YES ☐ NO ☐ N/A
45. Has your system identified worst-case scenarios regarding security vulnerabilities to acts of terrorism and extreme violence?
- ☐ YES ☐ NO ☒ N/A
46. Has your system ever assessed its capabilities to identify and manage those activities that may indicate the release of a hostile agent in the transportation environment or the placement of an explosive device?
- ☐ YES ☐ NO ☒ N/A
47. Does your system have a prioritized listing of current security vulnerabilities?
- ☒ YES ☐ NO ☐ N/A
48. Does your system have a current program in place to implement security measures that address these vulnerabilities?
- ☒ YES ☐ NO ☐ N/A

SECTION 5: PHYSICAL SECURITY

49. Does your system provide access control systems to protect administrative and non-revenue facilities?
- ☐ YES ☐ NO ☒ N/A
50. Does your system require that employees wear badges or other forms of identification?
- ☒ YES ☐ NO ☐ N/A
51. Does your system have procedures in place to verify access authorization for visitors, contractors, and delivery personnel?
- ☐ YES ☐ NO ☒ N/A

52. Does your system have procedures to log non-routine entries (e.g., visitors, personnel during off-shift, and personnel not normally assigned) to administrative and non-revenue facilities?

☐ YES ☐ NO ☒ N/A

53. Does your system have procedures to verify the identity of a visitor before issuing a badge, pass, or credential?

☐ YES ☐ NO ☒ N/A

54. Does your system have procedures to verify the access authorization of vehicles before they can be parked within 50 feet of administrative and non-revenue facilities?

☐ YES ☐ NO ☒ N/A

55. Does your system have inventory control procedures for access badges, uniforms, and equipment?

☒ YES ☐ NO ☐ N/A

56. Does your system have procedures for reporting stolen badges, uniforms, or equipment?

☐ YES ☐ NO ☒ N/A

57. Does your system issue advisories or bulletins regarding potential security threats?

☐ YES ☐ NO ☒ N/A

58. Does your system screen personnel and packages before providing access to secure facilities (control center, revenue collection facilities, etc.)?

☐ YES ☐ NO ☒ N/A

59. Does your system authorize the search of hand-carried items or packages entering or leaving a security area?

☐ YES ☐ NO ☒ N/A

60. Does your system provide perimeter controls for administrative and non-revenue facilities, including fencing, gates, motion-detected lighting systems, or other?

☒ YES ☐ NO ☐ N/A

61. Does your system routinely patrol and/or inspect exterior security area perimeter barriers to verify the integrity and detect unauthorized objects or conditions (e.g., excessive soil erosion under the fence)?

☒ YES ☐ NO ☐ N/A

62. Does your system follow pre-determined procedures to lock down and open administrative, non-revenue, and passenger facilities each day?

☒ YES ☐ NO ☐ N/A

63. Does your system have procedures to control the issuance of keys and combinations to locks and control panels?

☒ YES ☐ NO ☐ N/A

64. Are your administrative and non-revenue facilities protected with intrusion detection alarm systems?

☐ YES ☐ NO ☒ N/A

65. Are your administrative and non-revenue facilities covered by a Closed-Circuit Television (CCTV)?

☐ YES ☐ NO ☒ N/A

66. Are there other security systems in place to protect your system's administrative and non-revenue facilities?

☒ YES ☐ NO ☐ N/A

67. Does your system use security technology to support monitoring and management of passengers in stations, terminals, and on vehicles (examples include CCTV, emergency telephones, designated passenger waiting areas; emergency alarms on buses, alarms and intercoms on trains, and public address systems in stations)?

☐ YES ☐ NO ☒ N/A

68. If yes, please describe this technology. Attach description.

☐ YES ☐ NO ☒ N/A

69. Has your system conducted blast hardening or mitigation as part of the station and administrative facility design or renovation process?

☐ YES ☐ NO ☒ N/A

70. Do vehicle barriers, blast barriers, or other perimeter controls that limit or deny direct vehicle access to critical assets protect your facilities?

☐ YES ☐ NO ☒ N/A

71. Please describe the security technology used by your police or security department (if applicable). Attach description.

☐ YES ☐ NO ☒ N/A

SECTION 6: EMERGENCY RESPONSE CAPABILITIES

72. Does your system have an emergency plan?

☒ YES ☐ NO ☐ N/A

73. Does your system have emergency operating procedures?

☒ YES ☐ NO ☐ N/A

74. Does your system have an incident response plan for terrorism, as an appendix to the emergency plan or as a separate plan?

☐ YES ☐ NO ☒ N/A

75. Does your system coordinate with local public safety organizations on the development, implementation, and review of the emergency plan and procedures?

☒ YES ☐ NO ☐ N/A

76. Does your emergency plan specify the use of the incident command system?

☒ YES ☐ NO ☐ N/A

77. Have your employees been trained in the emergency plan and procedures?

☒ YES ☐ NO ☐ N/A

78. Does your system conduct routine simulation drills, tabletop exercises, and refresher training?

☒ YES ☐ NO ☐ N/A

79. Does your system coordinate its drilling and training for emergency response with local public safety organizations?

☒ YES ☐ NO ☐ N/A

80. Does your system conduct briefings of after-action reports to assess performance during the simulation drill or exercise and identify areas in need of improvement?

☐ YES ☐ NO ☒ N/A

81. Have members of your system participated in domestic preparedness training programs sponsored by the federal government (FEMA, FBI, DOD, etc.)?

☐ YES ☐ NO ☒ N/A

82. Has your system participated in capabilities assessment readiness (CAR) exercise programs supported by the local emergency management agency (EMA)?

☐ YES ☐ NO ☒ N/A

SECTION 7: PREVIOUS EXPERIENCE

83. Has your system experienced an emergency in the last 12 months?

☐ YES ☒ NO ☐ N/A

84. If yes, were you satisfied with the system's level of response?

☐ YES ☐ NO ☒ N/A

85. Has your system received a bomb threat in the last 12 months?

☐ YES

☒ NO

☐ N/A

86. Has your system evacuated its facilities in the last 12 months as a result of a bomb threat?

☐ YES

☒ NO

☐ N/A

87. Has your system conducted a physical search of a facility in response to a bomb threat?

☐ YES

☒ NO

☐ N/A

8.2 Key Personnel and SSEPP Responsibilities

(EMA Director is in charge and dictates all tasks)

Position Title	Responsibilities
Transit Director	- Ensuring sufficient resources are provided to support the SSEPP program, including the provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies - Development of an effective notification and reporting system for security incidents and emergencies - Designating a Point of Contact (POC) to manage the SSEPP Program - Communicating security and emergency preparedness as top priorities to all employees - Developing relations with external organizations that contribute to the SSEPP program, including local public safety and emergency planning agencies
Manager / Supervisor	- Maintain full knowledge of all standard and emergency operating procedures - Communicate the transit agency's security policies to all employees, volunteers, and contractors - Ensure drivers make security and emergency preparedness a primary concern when on the job - Cooperate fully with the SSEPP regarding any accident investigations as well as listen to any security concerns raised by drivers and take appropriate action
Dispatcher	- Receive calls for assistance - Dispatch supervisors and emergency response personnel - Coordinate with law enforcement and emergency medical service communications centers - Notify supervisory and management staff of serious incidents - Establish on-scene communication - Complete any required security-related reports - Provide direction to on-scene personnel
Administrative / Communication Staff	- Request assistance from transit public safety resources as needed for special events - Provide insight into potential threats and vulnerabilities through feedback from customer focus groups and other information sources - Designate a Public Information Officer (PIO) for media contact regarding security incidents and issues
Human Resources Staff	- Ensure all pre-employment screening processes are conducted effectively - Notify the Executive Director of employee disciplinary action that may result in the affected employee becoming a risk to the Agency facilities, systems, passengers, employees, or other assets - Educate employees on employee ID policy and procedure
Mechanic	- Use the checkout form to certify that vehicles released for service have been inspected, including security checklist items - Ensure hazardous materials are stored safely and securely - Report vandalism - Report threats and vulnerabilities of vehicle storage facilities - Provide priority response to safety and security-critical items such as lighting - Maintain facility alarm systems

Position Title	Responsibilities
Driver	▪ Take charge of a security incident scene until the arrival of supervisory or emergency personnel ▪ Complete course on safety and security ▪ Ensure all safety and security policies are implemented as per guidelines ▪ Ensure the transit vehicle is in safe and secure condition (using the daily inspection form) ▪ Notify the dispatcher of any security incidents or emergencies during the shift ▪ Notify supervisors of any security or hazard concerns ▪ Being available for emergency recall as per agency guidelines ▪ Follow the direction of the dispatcher or a designated backup in the case of a security event or an emergency ▪ Unload all passengers at the nearest emergency drop point if so, directed by the dispatcher or a designated backup
All Employees	▪ Maintain full knowledge of all security and emergency response procedures ▪ Participate in drills and training ▪ Follow security policies (such as always displaying employee badges, and properly securing vehicles, facilities, and keys)

8.3 Asset Analysis

The Asset Analysis is a qualitative process to determine the criticality of system-wide assets to the mission, asset replacement cost, the severity of impact on public health and safety, and impact on other assets including intangible assets such as public trust and employee morale. The results from the asset analysis identify the critical assets and will assist Agency management to prioritize the allocation of limited resources for protecting the most vital elements of its operation.

Instructions: For each asset rank the asset's criticality to the mission, replacement value, loss impact on health and safety, and loss impact on other assets. A brief description and respective scales are provided below for each factor. The overall score is described below with a calculation.

- A. *CRITICALITY: The degree to which the asset is essential to fulfill the Agency's mission, from minor impact to inability to perform the mission. Scale: Low criticality (1) to Essential (10)*
- B. *REPLACEMENT VALUE: The cost to replace the asset minus any insurance reimbursements in the event the asset was compromised. Scale: Inexpensive (1) to Expensive (10)*
- C. *LOSS IMPACT TO HEALTH/SAFETY: The level of significance and immediateness of the loss of the asset would affect public health and safety. Scale: Little impact (1) to Devastating (10)*
- D. *LOSS IMPACT TO OTHER ASSETS: The level of significance and immediateness of the loss of the asset would affect the Agency's ability to utilize other agency assets. Scale: Little impact (1) to Devastating (10)*
- E. *SCORE: The relative importance of each asset to the Agency. The lower the score the less important (less critical) the asset. The higher the score the more important (most critical) the asset. The score is calculated as follows: $(A \times B) + C + D$*

Asset	A Criticality	B Replacement	C Loss Impact on Health/ Safety	D Loss Impact on Other Assets	E Score
PEOPLE					
Drivers	5	2	2	2	14
Dispatchers	5	2	2	2	14
Administrators	5	2	2	2	14
Mechanics	5	2	2	2	14
Passengers	-	-	-	-	-
Partner Agencies	-	-	-	-	-
INFORMATION					
Computer Data	5	2	2	2	14
Employee Info	-	-	-	-	-
Customer Info	-	-	-	-	-
Policies/Procedures	-	-	-	-	-
PROPERTY					
Vehicles	-	-	-	-	-
Non-Revenue Vehicles	-	-	-	-	-
Fare Boxes	-	-	-	-	-
Radio Systems	2	1	1	1	4
Tools	2	1	1	1	4
Maintenance Equipment	5	2	2	2	14
Fuel	-	-	-	-	-
Bus Stops	-	-	-	-	-
Bus Shelters	-	-	-	-	-
Park and Rides	-	-	-	-	-
Admin. Facilities	5	2	2	2	14
Vehicle Storage	-	-	-	-	-
Maintenance Facilities	5	2	2	2	14
Operations Facilities	5	2	2	2	14
Office Furniture	2	1	1	1	4
Computer Systems	5	2	2	2	14
Telephone Systems	5	2	2	2	14
Internet Access	5	2	2	2	14

8.4 Risk Assessment

The risk assessment identifies the risk level for each threat scenario to prioritize on a scale from high to low. The risk level is determined by the likelihood of occurrence (or probability) and severity of occurrence (impact) for each scenario. Probability and impact are ranked based on the scales described below. The risk level is determined based on the Risk Level Matrix table below. The results from the risk assessment will provide a prioritized list of risks to focus on high-risk threats and develop strategies to mitigate the risk and inform the allocation of resources.

Instructions: Determine the degree of probability and impact for each threat scenario. The probability and impact scales are provided below. Look up the risk level for each threat scenario using the Risk Level Matrix described below.

Probability (Likelihood of Occurrence):

- *Improbable (Event will not occur)*
- *Remote (Possible but unlikely)*
- *Occasional (May or may not occur)*
- *Probable (Expect event to occur)*
- *Frequent (Event will occur)*

Impact (Severity of Occurrence):

- *Negligible (Limited or no impact)*
- *Marginal (Inconsequential)*
- *Critical (Survivable but costly)*
- *Catastrophic (Disastrous event)*

PROBABILITY	Risk Level Matrix			
	IMPACT			
	Catastrophic	Critical	Marginal	Negligible
Frequent			SERIOUS	MEDIUM
Probable			SERIOUS	MEDIUM
Occasional		SERIOUS	MEDIUM	LOW
Remote	SERIOUS	MEDIUM	MEDIUM	LOW
Improbable	MEDIUM	MEDIUM	LOW	LOW

Threat Scenario	Probability	Impact	Risk Level
ACCIDENTS & INCIDENTS			
Minor Vehicle Collision (No Injuries)	Occasional	Negligible	Low
Minor Vehicle Collision (With Injuries)	Remote	Marginal	Medium
Major Vehicle Collision (No Injuries)	Occasional	Negligible	Low
Major Vehicle Collision (With Injuries)	Remote	Marginal	Medium
Mass Casualty Collision	Remote	Critical	Medium
Passenger Injury Before Boarding/ After Alighting	Remote	Negligible	Low
Passenger Fall (With Injury)	Remote	Marginal	Medium
Employee Injury (Trip/Fall/Cut)	Remote	Negligible	Low
ACTS OF NATURE			
Flooding in Community	Remote	Negligible	Low
Flooding of Transit Facilities	Improbable	Negligible	Low
Severe Winter Weather	Improbable	Negligible	Low
Severe Ice / Freezing Rain	Improbable	Negligible	Low
Tornado / Severe Wind	Remote	Marginal	Medium
Hurricane	Improbable	Negligible	Low
Severe Thunderstorm / Hail	Occasional	Marginal	Low
Wildfire	Improbable	Negligible	Low
Earthquake	Improbable	Negligible	Low
Volcano	Improbable	Negligible	Low
Tsunami	Improbable	Negligible	Low
Tsunami	Improbable	Negligible	Low
Landslide	Improbable	Negligible	Low
Snowslide	Improbable	Negligible	Low
Dust Storm	Improbable	Negligible	Low
Epidemic / Pandemic	Remote	Negligible	Low
CRITICAL INFRASTRUCTURE			
Brief Power Outage	Occasional	Negligible	Low

Extended Power Outage	Remote	Marginal	Medium
Hard Drive Crash / Cyber Attack	Remote	Marginal	Medium
Information Loss	Remote	Marginal	Medium
Loss of Telephone System/Service	Remote	Marginal	Medium
Loss of Internet Access	Remote	Marginal	Medium
Loss of Radio System	Remote	Marginal	Medium
Minor Structural Fire	Remote	Marginal	Medium
Major Structural Fire	Remote	Critical	Medium
Vehicle Fire (No Injuries)	Remote	Marginal	Medium
Vehicle Fire (With Injuries)	Remote	Critical	Medium
Supply Chain Interruption	Remote	Marginal	Medium
Loss of Administration Facility	Remote	Critical	Medium
Loss of Maintenance Facility	Remote	Marginal	Medium
Loss of Operations Facilities	Remote	Critical	Medium
Loss of Funding	Remote	Catastrophic	Serious
Employee Shortage	Occasional	Critical	Serious
Organized Labor Dispute	Improbable	Negligible	Low
Employee Malfeasance	Remote	Marginal	Medium
HAZARDOUS MATERIALS			
Blood-Borne Pathogen Spill	Remote	Marginal	Medium
Spill of Solvents or Blister Agents	Improbable	Negligible	Low
Fertilizer Fire/ Explosion	Improbable	Negligible	Low
Poisonous Gases (e.g., Chlorine)	Improbable	Negligible	Low
Nerve Agent Spill (e.g., Fertilizer)	Improbable	Negligible	Low
Accidental Radiological Release	Improbable	Negligible	Low
Fuel Spill	Remote	Negligible	Low
Accidental Release of Natural Gas	Remote	Negligible	Low
Alternative Fuels Explosion	Improbable	Negligible	Low

CRIMINAL ACTIVITY			
Trespassing	Remote	Negligible	Low
Graffiti	Improbable	Negligible	Low
Vandalism	Remote	Negligible	Low
Mugging	Remote	Negligible	Low
Drunkenness	Remote	Negligible	Low
Disorderly Conduct	Remote	Negligible	Low
Disputes	Remote	Negligible	Low
Property Theft	Remote	Negligible	Low
Information Theft	Remote	Negligible	Low
Menacing	Remote	Negligible	Low
Minor Assault	Remote	Negligible	Low
Assault and Battery	Remote	Negligible	Low
Sexual Assault	Remote	Negligible	Low
Attempted Homicide	Remote	Negligible	Low
Homicide	Remote	Negligible	Low
Suicide	Remote	Negligible	Low
Commandeered Vehicle	Remote	Negligible	Low
Kidnap / Hostage Situation	Remote	Negligible	Low
Bomb Threats	Remote	Negligible	Low
SOCIETAL			
Civil Unrest or Riot	Remote	Negligible	Low
Strike	Remote	Negligible	Low
Civil Panic or Looting	Remote	Negligible	Low
TERRORISM			
Dangerous Mail	Remote	Negligible	Low
Improvised Explosive Device	Remote	Negligible	Low
Chemical Weapon	Remote	Negligible	Low
Biological Weapon	Remote	Negligible	Low
Radiological Weapon	Remote	Negligible	Low

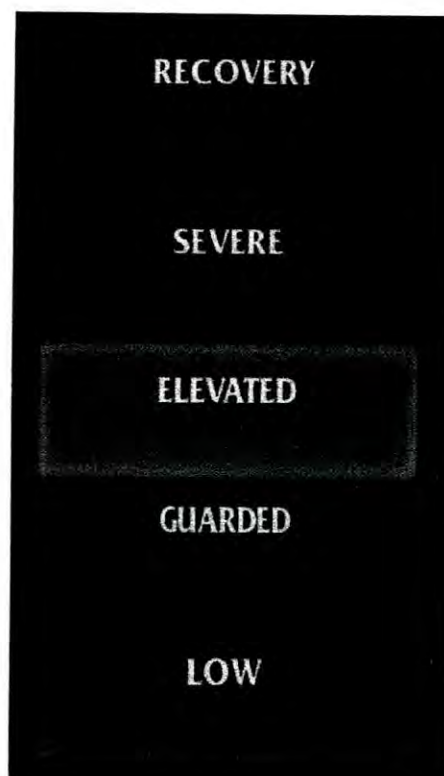
8.5 Countermeasure Recommendations

Countermeasures are strategies to eliminate, mitigate, transfer, and/or accept specific risks to the system. The Countermeasure Recommendations focus on the top 15 threat scenarios from the prioritized list produced from the risk assessment in *Section 8.4*. The Countermeasure Recommendations help to identify risk reduction strategies currently implemented at the agency and additional strategies that can be implemented. While developing countermeasures, Agency staff are asked to brainstorm different countermeasures available to protect an asset and the varying cost or effectiveness of alternative measures. In many cases, there is a point beyond which adding countermeasures will raise costs without appreciably enhancing the protection afforded.

Instructions: For each top 15 threats identified in the Risk Assessment, identify the current risk reduction strategies and brainstorm additional mitigation actions the Agency can implement in the next twelve (12) months. Countermeasures can include strategies to affect planning, hiring, training, and exercising programs, operations, system surveillance and security, maintenance, data acquisition and analysis, and coordination with local responders.

	Threat	Current Risk Reduction Strategies	Additional Mitigation Actions Planned
1	Tornado/Severe Wind	Stop Operations/Seek Shelter	Training/Drill
2	Loss of Funding	Actively Seek Additional Funding	Seek Funding from Municipalities
3	Employee Shortage	Run Ads/Seek Recruits	Job Fairs, Social Media, Radio Ads
4	Vehicle Fire	Routine Maintenance	Training/Drill
5	Minor Vehicle Collision	Defensive Driving Training	Drill
6	Hard Drive Crash	IT Department Back-ups/Firewalls	N/A
7	Mass Casualty Collision	Defensive Driving Training	Drill
8	Passenger Fall w/Injury	Training	Drill
9	Loss of Admin Facility	Relocate to Another County Facility	Seek Alternative Facility
10	Loss of Radio System	Generator	Seek Back-up Radio System
11	Loss of Telephone System	Use Cell phones	N/A
12	Information Loss/IT Crash	IT Department Back-ups/Firewalls	N/A
13	Loss of Maintenance Facility	Outsource Repairs	Seek Alternative Facility
14	Extended Power Outage	Generator	Training/Drill
15	Blood Borne Pathogen Spill	Spill Kit	Training/Drill

8.6 Transit Safety/Security Alert System



RECOVERY

"Service resumption, and repair/replacement of disaster losses"

When overseeing long-term recovery from an incident:

1. Activate (or hastily develop) Business Recovery Plan
2. Restore transit service
3. Repair or replace essential disaster-damaged facilities
4. Guard against secondary Attacks
5. Identify and implement corrective measures to reduce the likelihood of a repeat of the incident
6. Restore Public confidence by announcing new protective measures/lessons learned
7. Return to appropriate the threat level indicator
8. Identify Short- and Long-Term Capital replacement needs, develop plans and detailed designs
9. Coordinate funding and other needs for transit system restoration with FTA/state Department of Transportation
10. Complete an After-Action Report

SEVERE

"Major accident/incident or state of emergency"

When responding to a major incident involving loss of critical assets, injuries, or fatalities, or assisting with evacuations or other mission assignments related to a community disaster:

1. Activate Incident Response Team
2. Assess immediately impact on transit service and facilities and adjust or terminate services as required
3. Activate mitigation measures
4. Designate the Incident Commander
5. Activate Transit Emergency Command Center and/or dispatch representatives to the appropriate Emergency Operations Center
6. Cancel or postpone non-vital work activities
7. Identify available assets to support the response effort
8. Redirect personnel and equipment to address critical emergency needs, as appropriate
9. Evacuate any non-essential personnel and visitors from your facilities
10. Activate the Joint Information System/Center to provide fast, accurate, coordinated, timely, understandable, and appropriate (FACTUAL) emergency information to internal and external audiences
11. Perform incident notification to board members and key stakeholders as dictated by your emergency response plan
12. Coordinate closing of public roads and facilities with local authorities
13. Increase security to a maximum sustainable level to ensure absolute control of command, control, and communications centers

ELEVATED
"Serious risk of accident/incident"

When there is a substantial risk for accidents, natural disasters, criminal activity, and other common transit hazards and threats:

1. Mobilize additional resources as required to protect assets and/or continue to fulfill the mission
2. Place the incident response team on standby
3. Activate service suspension thresholds as appropriate
4. Communicate threats/hazards to frontline staff with an operational need to know. Post-Security Alert as appropriate
5. Reinforce employee awareness of their emergency roles and responsibilities
6. Inform partner agencies with an operational need to know of the increased threat/hazard and operational precautions you are exercising
7. Check to ensure all emergency telephone, radio, intercom, and satellite communication devices are in place and operational
8. Review the critical incident notification plan
9. Discuss communications procedures and backup plans with all concerned
10. Secure all buildings and storage areas, reducing the number of access points for vehicles and personnel to a minimum
11. Increase patrols/supervision in facilities and along routes
12. Increase patrolling at night and ensure all vulnerable critical points are secure
13. Instruct employees working at remote locations to check in periodically
14. Minimize administrative travel
15. Limit access to designated facilities to those personnel who have a legitimate and verifiable need to enter the facility. Inspect all vehicles entering key areas/facilities for dangerous items
16. Consult with local authorities about road closures and other local response actions
17. Coordinate emergency plans with other jurisdictions as appropriate
18. Activate contingency and emergency response plans and personnel as needed
19. Make necessary preparations to establish Command Center(s) and/or to dispatch staff in case of an incident
20. Prepare to execute contingency procedures, such as moving to an alternate site or dispersing the workforce.

GUARDED

"Deteriorating or potentially dangerous environment"

When there is a heightened risk for accidents, natural disasters, criminal activity, and other common transit hazards and threats:

1. Review situational forecasts from the National Weather Service, local law enforcement, avalanche advisory center, or other appropriate sources
2. Review incident response plan
3. Consider additional resource requirements and place resources on stand-by as appropriate
4. Inspect safety/security equipment to ensure availability and operability
5. Assess the integrity of barriers such as perimeter fencing and security systems
6. Strengthen watch procedures for unusual activity, unidentified vehicles, and persons, and abandoned packages and parcels
7. Communicate threats/hazards to supervisors, and provide additional staff oversight as appropriate
8. Pre-set thresholds for protective actions such as notification of partner agencies and service suspension protocols

LOW

"Normal operating environment"

When things are proceeding normally:

1. Follow standard operating procedures ensuring system safety and security
2. Refine and exercise risk reduction strategies
3. Explore opportunities for staff training in safety, security, and emergency preparedness
4. Maintain best practices in access control of facilities and equipment
5. Survey equipment, facilities, and operations for changes in your risk environment
6. Assess the need for enhanced emergency response equipment, particularly communications systems
7. Develop and implement security and backup protocols for computer-based operating systems
8. Foster relationships with first responders including fire, law enforcement, emergency medical services, and local emergency management planning
9. Incorporate security awareness into public education programs
10. Develop thresholds and procedures for service suspension and resumption
11. Conduct disaster drills and exercises including facility evacuations, shelter-in-place actions, staff accountability drills, and simulated mobilization of the transit incident response team

8.7 Internal and External Contact Lists

Internal Contact List				
TITLE	NAME	WORK PHONE	CELL PHONE	EMAIL ADDRESS
Transit Director	Joyce Echols	256-734-1246	256-531-3957	jechols@co.cullman.al.us
Operations Manager	Wayne Chandler	256-734-1246	256-507-2031	wchandler@co.cullman.al.us
Administrative Manager	Keith Johnson	256-734-1246	256-736-5929	kjohnson@co.cullman.al.us
Marketing Director	N/A			
Finance / Admin Director	N/A			
Board Chair	Jeff Clemons	256-775-4878	256-255-5011	jclemons@co.cullman.al.us
Insurance Contact	John Tucker	256-775-4948	256-531-7591	jtucker@co.cullman.al.us

External Contact List				
TITLE	NAME	WORK PHONE	CELL PHONE	EMAIL ADDRESS
Police Chief	Joey Duncan	256-734-1524	256-734-1434	jduncan@cullmanal.gov
Sheriff	Matt Gentry	256-734-0342	256-595-8862	mgentry@co.cullman.al.us
Fire Chief	Brian Bradberry	256-775-7186	Tim Sartin	cullmanfire@cullmanal.gov
Emergency Medical Services	James Curtis	256-734-1524	Tim Sartin	cullmanems@cullmanal.gov
EOC Director	Tim Sartin	256-739-5410	256-917-6200	tsartin@co.cullman.al.us
Mayor	Woody Jacobs	256-775-7109	256-736-3073	wjacobs@cullmanal.gov
Chair, County Commissioners	Jeff Clemons	256-775-4878	256-255-5011	jclemons@co.cullman.al.us
Hospital ER	N/A			
Public Health Director	N/A			
Radio News	N/A			
Radio News	N/A			
TV News Desk	N/A			
TV News Desk	N/A			

8.8 Emergency Response Team Roster

Functional Responsibility		Regular Job Title	Name	Phone Number
Team Leader	Primary	EMA Director	Tim Sartin	256-917-6200
	Alternate	Set by EMA Director		
Deputy Team Leader	Primary	EMA Assistant Director	Scott McDonald	256-739-5410
	Alternate	Set by EMA Director		
Safety Officer	Primary	County Safety Director	John Tucker	256-531-7349
	Alternate	Asst. Safety Director	Delitha Marchman	256-590-6061
Info Officer / Interagency Liaison	Primary	Set by EMA Director		
	Alternate	Set by EMA Director		
Deputy Info Officer	Primary	Set by EMA Director		
	Alternate	Set by EMA Director		
Operations Manager	Primary	Set by EMA Director		
	Alternate	Set by EMA Director		
Incident Planning Lead	Primary	Set by EMA Director		
	Alternate	Set by EMA Director		
Incident Logistics Lead	Primary	Set by EMA Director		
	Alternate	Set by EMA Director		
Incident Finance / Admin Lead	Primary	Set by EMA Director		
	Alternate	Set by EMA Director		

8.9 Succession Plan

The following is the succession personnel and emergency chain of command

Name	Job Title	Work Phone	Cell Phone
Joyce Echols	Transit Director	256-734-1246	256-531-3957
Wayne Chandler	Operations Manager	256-734-1246	256-347-2083
Keith Johnson	Administrative Manager	256-734-1246	256-590-9295
Carey Marks	Dispatch Manager	256-734-1246	256-620-0240
Jody Glover	Training Manager	256-734-1246	256-962-6317
Charles Paine	Finance Manager	256-734-1246	256-339-4524
Richard Saylor	Driver	256-734-1246	256-507-2964
Richard Harris	Driver	256-734-1246	256-615-3799
Gary Smith	Driver	256-734-1246	256-620-3609
Don Bonacci	Driver	256-734-1246	724-448-1494

8.10 FTA Top 20 Security Program Action Items Checklist

The FTA developed a benchmark self-assessment tool for the entire transit industry. Through the Top 20 Security Action Items Checklist, transit agencies could assess their current state of security readiness, identify any gaps, and improve their security posture. This checklist includes 20 topics related to Management and Accountability, Security Program Identification, Employee Selection, Training, Audits and Drills, Document Control, Access Control, and Homeland Security.

Baseline Practices are considered the minimum requirements needed to meet the overall security action item; Exemplary practices are additional/supplemental activities associated with exceeding the minimum requirements and are candidates for industry best practices.

MANAGEMENT AND ACCOUNTABILITY

1. Written security programs and emergency management plans are established.
 - a. Baseline Practices
 - ☐ Does a System Safety Security Plan exist? Yes
 - ☐ Does an Emergency Management Plan exist? Yes
 - ☐ Do standard and emergency operations procedures (SOPs/EOPs) for each mode operated, including operations control centers, exist? Yes
 - b. Exemplary Practices
 - ☐ Do Continuity of Operations Plans exist?
 - ☐ Does a Business Recovery Plan (administration, computer systems, operations, etc.) exist?
2. The security and emergency management plans are updated to reflect anti-terrorist measures and any current threat conditions.
 - a. Baseline Practices
 - ☐ What is the date of the latest update? July 18, 2023
 - ☐ Are security plans reviewed at least annually? Yes
 - ☐ Are reviews and changes to the plans documented? Yes
 - ☐ Does the plan now include weapons of mass destruction protocols? Yes
3. The security and emergency management plans are an integrated system safety security program, including regional coordination with other agencies, security design criteria in procurements, and organizational charts for incident command and management systems.
 - a. Baseline Practices
 - ☐ Are emergency management plans integrated with the regional emergency management authority plans? Yes
 - ☐ Do management and staff participate in planning and conducting emergency security activities (e.g., drills and committees)? Yes
 - ☐ Does management coordinate with the FTA regional office? ALDOT
 - ☐ Are mutual aid agreements with other regional public agencies (e.g., local government, fire, police, and other transit agencies) approved and signed? Yes
 - ☐ Does an inter-departmental program review committee exist and address security issues? Yes
 - b. Exemplary Practice

- ☐ Are security design criteria/crime prevention through environmental design (CP TED) included in the system safety security program plan?
- 4. The security and emergency management plans are signed, endorsed, and approved by top management.
 - a. Baseline Practice
 - ☐ Is there a policy statement emphasizing the importance of the security plan? Yes
 - ☐ Is the security plan approved and signed by the top official? Yes
- 5. The security and emergency management programs are assigned to a senior-level manager.
 - a. Baseline Practice
 - ☐ What are the name and title of the security program manager? EMA Director
 - ☐ Is there a current organizational chart identifying the reporting structure for the security program manager? Yes
- 6. Security responsibilities are defined and delegated from management to the front-line employees.
 - a. Baseline Practice
 - ☐ Are security plans distributed to appropriate departments in the organization? Yes
 - ☐ Do regular senior and middle management security coordinating meetings occur? Yes
 - ☐ Do informational briefings occur whenever security protocols are updated? Yes
 - ☐ Are lines of delegated authority/succession of security responsibilities established and known? Yes
- 7. All operations and maintenance supervisors, forepersons, and managers are held accountable for security issues under their control.
 - a. Baseline Practice
 - ☐ Are regular supervisor and foreperson security reviews and coordinating briefings held? Yes
 - ☐ Does a security breach reporting system exist and are reports addressed through the security program review Committee? Yes
 - ☐ Is facility security (e.g., perimeter/access control) supervision compliance monitored regularly? Yes

SECURITY PROBLEM IDENTIFICATION

- 8. A threat and vulnerability assessment resolution process is established and used.
 - a. Baseline Practice

- ☐ Does a threat and vulnerability process exist and is it documented? Yes
 - ☐ Is a threat and vulnerability assessment conducted whenever a new asset/facility is added to the system? Yes
 - ☐ Have management & staff responsible for managing the threat and vulnerability assessment process received adequate training? Yes
 - ☐ Is the threat and vulnerability process used to prioritize security investments? Yes
9. Security-sensitive intelligence information sharing is improved by joining the FBI Joint Terrorism Task Force (JTTF) or other regional anti-terrorism task force; the Surface Transportation Intelligence Sharing & Analysis Center (ISAC); and security information is reported through the National Transit Database (NTD).
- a. Baseline Practice
- ☐ Does the transit agency participate in its region's JTTF or coordinate with key police and intelligence agencies?
 - ☐ Has the transit agency joined the ST-ISAC?
 - ☐ Does the transit agency provide security information to the National Transit Database?

EMPLOYEE SELECTION

10. Background investigations are conducted on all new front-line operations and maintenance employees (i.e., criminal history and motor vehicle records).
- a. Baseline Practice
- ☐ Are background checks conducted consistent with state and local laws?
 - ☐ Is the background investigation process documented?
11. Criteria for background investigations are established.
- a. Baseline Practice
- ☐ Are the criteria for background checks by employee type (operator, maintenance, safety/security sensitive, contractor, etc.) documented?

TRAINING

12. Security orientation or awareness materials are provided to all front-line employees.
- a. Baseline Practice
- ☐ Are security orientation and awareness training materials updated to include counterterrorism/WMD information?
 - ☐ Is there a system in place to track who received what training and when?

13. Ongoing training programs on safety, security, and emergency procedures by the work area are provided.

a. Baseline Practice

- ☐ Are training programs, materials, and informational briefings tailored to specific work groups' activities?
- ☐ Are training program campaigns held whenever there are substantial updates to security and emergency management plans?

14. Public awareness materials are developed and distributed on a system-wide basis.

a. Baseline Practice

- ☐ Are security awareness materials prominently displayed throughout the system (e.g., reminder signage, print/digital posters, and fliers)?
- ☐ Are transit system information, status, and updates communicated and accessible to the public (e.g., through a transit alert and route planning app, website, or social media outlet)?
- ☐ Is the transit agency participating in the industry's Transit Watch program?

AUDITS AND DRILLS

15. Periodic audits of security policies and procedures are conducted.

a. Baseline Practice

- ☐ Are audits conducted periodically?
- ☐ Is there a disposition process for handling the findings and recommendations from the audits?

16. Tabletop and functional drills are conducted at least once every six months and full-scale exercises, coordinated with regional emergency response providers, are performed at least annually.

a. Baseline Practice

- ☐ Are tabletop exercises conducted at least every six months?
- ☐ Does the agency participate in full-scale, regional field drills, held at least annually?
- ☐ Are tabletop and drill debriefings conducted?
- ☐ Are after-action reports produced and reviewed for all tabletop exercises and field drills?
- ☐ Are plans, protocols, and processes updated to reflect after-action report recommendations/findings?

DOCUMENT CONTROL

17. Access to documents of security-critical systems and facilities is controlled.

a. Baseline Practice

- ☐ Have security-critical systems, such as tunnel HVAC systems and intrusion alarm detection systems, been identified and documented?

b. Exemplary Practice

- ☐ Is access to security critical systems' documents controlled?
- ☐ Is there an identified department/person responsible for administering the policy?
- ☐ Do regular security committee meetings/briefings include reviewing document control compliance issues?

18. Access to security-sensitive information is controlled.

a. Baseline Practice

- ☐ Have security sensitive information (SSI) documents, such as security plans and protocols, been identified?

b. Exemplary Practice

- ☐ Is there a documented policy for designating and properly handling SSI documents?
- ☐ Do regular security committee meetings/briefings include reviews or SSI-related matters?

ACCESS CONTROL

19. Background investigations are conducted of contractors or others who require access to security-critical facilities, and ID badges are used for all visitors, employees and contractors to control access to key critical facilities.

a. Baseline Practice

- ☐ Have security critical facilities been identified?
- ☐ Is the contractor background investigation process documented?
- ☐ Is the quality control of the process monitored on a regular basis?
- ☐ Are the criteria for contractor background checks documented?
- ☐ Are ID badges used for employee access control? (Both policy and actual practice)
- ☐ Are ID badges used for visitors and contractors? (Both policy and actual practice)
- ☐ Are there documented policies for restricting access to security critical facilities?

HOMELAND SECURITY

20. Protocols have been established to respond to the Office of Homeland Security National Terrorism Advisory System.

a. Baseline Practice

- ☐ Is the system ready to follow the guidance provided by state and local officials when NTAS advisories are announced on the Alert or Bulletin?
- ☐ Are specific protective measures defined and developed?

8.11 Memorandum of Understanding with the Community Emergency Management

The following sample Memorandum of Understanding (MOU) is provided for the Agency to use with the Community Emergency Management. The sample MOU can be altered to best meet the Agency's needs.

MEMORANDUM OF UNDERSTANDING

Cullman Area Rural Transportation System AND Cullman County EMA

Purpose: To establish specific agreement between transit agency staff and Community Emergency Management in the event of a community incident/emergency or an incident/emergency on board a transit vehicle or on transit agency property.

Policy/Authority: This Memorandum of Understanding is established by Cullman County and covers and is agreed to by the following agency: Cullman County EMA

Authority of Command:

- The authority of command at any incident/emergency will lie with the first officer on the scene until such time as the officer assigned to the call arrives at the scene. At that point, the assigned officer is in command unless relieved by a supervisor or the EMA Director or if the officer relinquishes command to another officer because of specialized skills or assignment.
- Whenever the EMA Director is not available, the SUCCESSION STANDARD applies.

Definitions:

- *Incident Command System (ICS)* – A standard organizational system for the management of emergencies. The purpose of the ICS is to bring people, communications, and information together to manage emergency situations. ICS provides common terminology and procedures to ensure effective coordination among a variety of agencies.
- *Incident Commander* – The person that is responsible for the overall direction and control of a disaster or other emergency.
- *Inner Perimeter* – The immediate areas of a disaster site or police emergency.
- *Outer Perimeter* – The demarcation of the area is subject to controlled access. Areas outside the Outer Perimeter are deemed safe and open to the public. The areas inside the Outer Perimeter are deemed unstable or dangerous.
- *Operations Commander* – The person in charge of any operation unit handling an emergency. The operations commanders include the police supervisor, fire supervisor, medical director, or public service coordinator. These individuals are under the direction of the Incident Commander.
- *Safety Officer* – The officer assigned responsibility for assessing hazardous or unsafe situations and developing measures for assuring personnel safety. Although the safety officer may exercise emergency authority to take immediate action to address critical safety issues, he/she normally works through the Incident of Operations Commanders.
- *Staging Area* – Location away from the site for the congregation of equipment and personnel.
- *Temporary Morgue* – A facility established to temporarily store, process, and identify the deceased at the scene of a disaster.

General Procedures:

1. The initial response to, and the containment of, the scene is the responsibility of the on-duty patrol officer. The assigned officer takes initial command of the scene and safely directs other responding units. The first officer's priorities are to request the proper resources and secure the inner perimeter.
2. The officer assuming command of an incident will identify his/herself as the Incident Commander (IC) to dispatch other responding units. The Incident Commander is responsible for:
 - Request for fire, rescue, or ambulance service
 - Evacuation of injured victims and bystanders
 - Establishment of an outer perimeter around the scene
 - Establishment of a command post and incident command.
 - Coordination and communication with other agencies
 - Selection of a primary and alternate staging area along with a temporary morgue if needed.
 - Initial determination of how and where equipment and personnel should be distributed.
 - Arrange for special transportation needs which may be required.
 - Authorization for new media access, and news media policy.
3. Transfer of command will be face-to-face whenever possible. Transfer of command will occur when another agency has primary responsibility for the emergency, (such as fire, hazmat, etc.). A transfer may also occur if the supervisor or chief elects to assume command after arriving at the scene. Dispatch will be notified immediately.
4. The Incident Commander (IC) will implement the Incident Command System (ICS) to the extent needed to effectively manage the incident.
5. The Incident Commander will make use of a unified Command whenever the incident spans multiple jurisdictions unless the agency commanders agree to a single Incident Commander.
6. The Cullman County EMA Incident Response Plan will be used for major emergencies occurring in the Town/County.

Interface/Coordination with Transit Agency:

1. In the event of an incident/emergency on board a transit vehicle or on transit agency property, Cullman Area Rural Transportation System will follow the following protocols:

Vehicle accident	Notify Dispatch, Notify County Safety Officer then notify any other necessary agencies.
Personal injury to a passenger or pedestrian	Notify Dispatch, Notify County Safety Officer then notify any other necessary agencies.
Violent passenger, driver, another employee, or other	Notify Dispatch, Notify County Safety Officer then notify any other necessary agencies.
Vehicle fire	Notify Dispatch, Notify County Safety Officer then notify any other necessary agencies.
Other (specify)	N/A

2. In the event of a community incident/emergency (such as flood, tornado, blizzard, fire, civil disturbance, terrorist attack, or other disturbance) Cullman Area Rural Transportation System is available to assist as needed. This may include:
- Assisting in the evacuation of citizens in the affected area
 - Transporting First Responders to and from the scene
 - Using transit vehicles in the staging area as a protected environment for First Responders or victims of the incident/emergency
 - Evacuating the elderly and/or persons with disabilities to or from nursing homes or other care facilities
 - Other, as determined by agency management and/or the Incident Commander (IC).
3. The Incident Commander will determine the Agency's response in conjunction with the agency director or his/her designee.



Tim Sartin, EMA Director

6/26/2023
Date



Joyce Echols, CARTS Director

6-26-2023
Date

8.12 After Incident Report

Following an incident, Agency management completes an After Incident Report to assess the responses of personnel during the incident. This information is used to modify policies, provide additional training, and give feedback to those involved to enhance future incident responses. This report focuses on such issues as the emergency notification process, the establishment of incident command, the incident communication system, and the strengths and weaknesses of the response effort. The following sample can be altered to best meet the Agency's needs.

EVALUATION FORM FOR TRANSIT INCIDENTS

Date(s) of Incident: ____/____/____ to ____/____/____

Please Check One: ☐ Incident ☐ Drill

Evaluator Name: _____

Phone Number: _____

Address: _____

Time exercise initiated: _____

Method of notification to fire department, police, ambulance service, EMS, hospitals: _____

Upon arrival at scene, how was the command post established? _____

Was there adequate radio communication equipment? _____

When responding units arrived on the scene, did they report to the command post? _____

Principal weaknesses observed _____

Principal strengths observed? _____

Additional remarks: _____

Recommendations: _____

8.13 Memorandum of Executive Approval of the SSEPP

The following sample Memorandums of Executive Approval is provided for the Agency to authorize the SSEPP. The memorandum is shared with all Agency employees and key stakeholders within the community. The sample memorandum can be altered to best meet the Agency's needs.

MEMORANDUM OF EXECUTIVE APPROVAL

To: All Employees, Volunteers, and Contractors
From: Jeff Clemons, Chairman Cullman County Commission
Date: September 18, 2023
Subject: System Safety Security and Emergency Preparedness Program

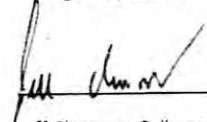
It is the objective of Cullman Area Rural Transportation System (Agency), to provide safe, secure, and reliable service for its passengers and employees. To demonstrate our commitment, the Agency has developed this Safety, Security and Emergency Preparedness Plan (SSEPP).

The Agency has a sincere concern for the welfare and safety of its employees (and volunteers and contractors) as well as the public it serves. The operation and maintenance of the Agency requires a continual emphasis on security, from the procurement of new systems and equipment, through the hiring and training of employees, to the management of the agency and the provision of service. The security function must be supported by an effective capability for emergency response, both to support the resolution of those incidents that occur on transit property and those events that affect the surrounding community served by the Agency.

This SSEPP describes the policies, procedures, and requirements to be followed by management, maintenance, and operating personnel to provide a secure environment for agency employees, volunteers, and contractors, and to support community emergency response. All personnel are expected and required to adhere to the policies, procedures, and requirements established herein and to perform security-related functions properly and diligently as a condition of employment or support for the Agency.

The Agency management will provide leadership in promoting safety, security, and emergency preparedness throughout the organization. The Executive and Staff will be continually and directly involved in formulating, reviewing, and revising safety, security, and emergency preparedness policies, goals, and objectives. Each Agency employee, volunteer, and contractor is governed by the requirements and terms of this Plan and must conscientiously learn and follow prescribed security and emergency rules and procedures. Each employee must operate safely, use equipment, tools, and materials properly, and be trained in the work rules and procedures for his/her areas of responsibility, including contingency plans for abnormal and emergency conditions. Each employee shall take an active part in the identification and resolution of security concerns.

Supervisors shall actively participate in all activities regarding safety, security, and emergency preparedness; shall fully cooperate with the policies and objectives specified in this Plan; and shall receive the full cooperation and support of executive management in their activities for improved security and emergency preparedness.



Jeff Clemons, Cullman County Commission Chairman

7/18/23

Date

MEMORANDUM OF EXECUTIVE APPROVAL

To: All Employees, Volunteers, and Contractors
From: Jeff Clemons, Chairman Cullman County Commission
Date: September 23, 2025
Subject: System Safety Security and Emergency Preparedness Program

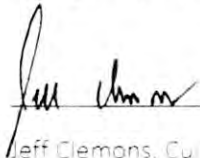
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Jeff Clemons, Cullman County Commission Chairman

9/23/25

Date

INVOICE

Please include the Invoice Number on all remittances.

Invoice #: CINV-094395
Invoice Date: 09/01/2025
Terms: Net 25 Penalty \$25
Due Date: 09/26/2025



Purchase Order #:
Description: Annual Maintenance & Support (10/01/2025 to 09/30/2026)
Customer #: C04788
Estimated Ship Date:

Foxster Opco LLC dba CTS_TripMaster, a Transit Technologies LLC company

EIN: 81-3263009

Bill To:
Cullman Area Rural
Transportation
1950 Beech Avenue
Southwest
Cullman, AL 35055
United States

Remit To:
Foxster Opco, LLC
PO Box 844789
Boston, MA 02284-4789
(844) 637-6589
accountsreceivable@cts-software.com

Line #	Description	Additional Description	Quantity	Unit Price	Period (months)	Line Amount
1	CTS-0030	TripMaster Base Fee	1	\$500.0000	12	\$6,000.00
2	CTS-0026	(5) License, plus \$20.00 for Additional	5	\$20.0000	12	\$1,200.00
3	CTS-0068	(30) Vehicle Fleet Fee, plus \$10.00 for Additional	30	\$10.0000	12	\$3,600.00
4	CTS-0004	(30) TripScheduler, plus \$5.00 for Additional	30	\$5.0000	12	\$1,800.00
5	CTS-0051	(30) Parascopes Tablet, plus \$5.00 for Additional	30	\$5.0000	12	\$1,800.00
6	CTS-0054	TripReminder	1	\$100.0000	12	\$1,200.00
Subtotal				\$15,600.00		
Sales Tax				\$0.00		
Freight				\$0.00		
Total				\$15,600.00		

Payment Status: Open

Total Paid: \$0.00
Total Due: \$15,600.00

Special Instructions



Remit To: 540 Industrial Park Road Cullman, AL 35055

Customer Number
CULLMAN COUNTY

Date
8/8/2025

Invoice

Invoice Number
SI-0023683

Ship From
MAIN

Bill to:

Cullman County
500 2nd Ave SW
Cullman, AL 35055

Ship to:

Ship Via		Terms	Due Date	Salesperson	Customer PO	Original Order Number	
Route Delivery MTWTh F		Net 30th	8/30/2025				
Product Number	Ordered	Length	Shipped	B/Ordered	Description	Sales Price	Total
	1		1EA		Agcor 772 Incentive Payment	\$133,333.000	\$133,333.00

Terms: 1 1/2% Int per Month, 18% Annually
Cutoff Mon- Fri 4:00
2 Day Turnaround Delivery
24 Hour Pickup
Office hours 7:30-4:00

Received by _____

Subtotal:	\$133,333.00
Freight:	\$0.00
CC Fee:	\$0.00
0.00 % Sales Tax:	\$0.00
Total:	\$133333.00
Amount Paid:	\$0.00
Amount Due:	\$133333.00

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on this the 26th day of March, 2018, by and between the CULLMAN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "County"), the CITY OF CULLMAN, ALABAMA, a municipal corporation under the laws of the State of Alabama ("Cullman"), the CITY OF GOOD HOPE, ALABAMA, a municipal corporation under the laws of the State of Alabama ("Good Hope") and AGCOR Steel, LLC, an Alabama limited liability company ("AGCOR").

RECITALS:

WHEREAS, the County, Cullman, and Good Hope each enthusiastically support and encourage economic development within the County in order to develop a solid and diverse local economy, to increase employment opportunities in the County, to broaden the County's tax base, to increase revenues, and to provide necessary and improved services to the citizens of the County, thereby improving the quality of life of its citizens; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01 of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772") authorizes the County, Cullman, and Good Hope, to lend their credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic development of the County and Cities; and

WHEREAS, AGCOR is a manufacturer and retailer of metal siding and metal trusses, operating under the trade name AGCOR Steel, and currently employing more than 20 number of employees; and

WHEREAS, in consideration of this Agreement, AGCOR desires to acquire those certain parcels of real property aggregating approximately 53 acres located within the corporate limits of Good Hope, and more particularly described on Exhibit A attached hereto (the "Project Site"); and

WHEREAS, in consideration of this Agreement, AGCOR intends to incur a capital investment of approximately \$400,000 to develop and construct upon the Project Site a manufacturing facility / retail sales location (the "Project") to be operated as AGCOR Steel, LLC; and

WHEREAS, AGCOR's development, construction, and implementation of the Project are expected to result in the creation of approximately 20 new jobs and the generation of approximately \$8-10 MILLION of annual sales, which will generate annual sales tax revenue for Cullman County of approximately \$120000, annual sales tax revenue for the City of Cullman of approximately \$120000, annual sales tax revenue for the City of Good Hope of approximately \$120000, in addition to new sales tax revenue dedicated for educational purposes or for capital improvements for education, new business license revenue, new sales and use tax revenue from construction materials, and increased ad valorem tax revenue to the County and the Cities; and

WHEREAS, as AGCOR would not be willing to entertain the Project without this Agreement and, in order to induce AGCOR to develop the Project on the Project Site, the County, Cullman, and Good Hope have agreed to provide (A) certain financial incentives to AGCOR in the form of County and City Assistance, as defined herein, and (B) certain infrastructure assistance to AGCOR in the form of the Infrastructure Assistance, as defined herein; and

WHEREAS, as a result of the County and Cities' inducements to be provided in the form of the County and the Cities' Assistance and the Infrastructure Assistance, AGCOR is willing to undertake the Project at the Project Site; and

WHEREAS, the County and Cities do hereby ascertain, determine, declare and find that the development, construction and implementation of the Project with the County and Cities' Assistance and the Infrastructure Assistance is in the best interest of the County, Cullman, and Good Hope, and will serve a public purpose and further enhance the public benefit and welfare by, among other things: (i) promoting local economic development and stimulating the local economy; (ii) increasing employment opportunities in the County, Cullman, and Good Hope; (iii) increasing the County, Cullman, and Good Hope's respective tax bases, resulting in additional tax revenues for the County, Cullman, and Good Hope; and (iv) promoting the development of new business enterprises and retail business in the County, Cullman, and Good Hope; and (v) eliminating blight and blighting factors through the productive re-use of vacant and under-utilized property, all of which inure to the economic health of the County, Cullman, and Good Hope, and constitute important public benefits to the County, Cullman, Good Hope, and their citizens; and

WHEREAS, the County, Cullman, and Good Hope, find that it is necessary, proper and in the public interest, in accordance with Amendment No. 772, that the County, Cullman, and Good Hope should enter into this Agreement with AGCOR pursuant to which AGCOR will undertake the Project and the County, Cullman, and Good Hope will provide certain incentives in the form of the County and Cities' Assistance and the Infrastructure Assistance in connection with the Project, and that providing the County and Cities' Assistance and the Infrastructure Assistance in accordance with the terms and conditions of this Agreement will promote the economic development of the County, Cullman, and Good Hope, and, accordingly, is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of Amendment No. 772.

AGREEMENT

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 "AGCOR" shall have the meaning set forth in the first paragraph of this Agreement.

1.2 "Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

1.3 "Amendment No. 772" shall have the meaning set forth in the second paragraph of the Recitals above.

1.4 "Capital Costs" shall mean AGCOR's capital costs and expenses incurred in connection with the acquisition, development, and construction of the Project.

1.5 "Cities" shall mean the City of Cullman and the City of Good Hope, collectively.

1.6 "City Assistance" shall have the meaning set forth in Section 2.2(a) below.

1.7 "Completion Date" shall have the meaning set forth in Section 2.2(b)(i) below.

1.8 "County Acts" shall mean collectively: (i) Ala. Act No. 63-66 (Second Special Session 1963), as amended; (ii) Ala. Act No. 75-30 (Third Special Session 1975), as amended; (iii) Ala. Act No. 81-599 (Regular Session 1981), as amended; and (iv) Ala. Act No. 93-705 (Regular Session 1993), as amended.

1.9(a) "Dedicated City of Cullman Sales Tax" shall mean collectively those portions of the sales taxes levied by Cullman County, Alabama under the County Acts that must be paid to the City of Cullman. Notwithstanding anything herein to the contrary, "Dedicated City of Cullman Sales Tax" shall not include any sales taxes levied for educational purposes or for capital improvements for education.

1.9(b) "Dedicated City of Good Hope Sales Tax" shall mean collectively those portions of the sales taxes levied by the City of Good Hope that must be paid to the City of Good Hope pursuant to Ordinance 009-2017, ordered and adopted September 25, 2017. Notwithstanding anything herein to the contrary, "Dedicated City of Good Hope Sales Tax" shall not include any sales taxes levied for educational purposes or for capital improvements for education.

1.10 "Development Plan" shall have the meaning set forth in Section 2.1(a) below.

1.11 "Effective Date" shall have the meaning set forth in Section 3.1 below.

1.12 "Force Majeure" shall have the meaning set forth in Section 2.1(c) below.

1.13 "Incentive Payment" means a payment of a portion of the County and Cities' Assistance by the County, Cullman, and Good Hope to AGCOR of an amount equal to the lesser of (i) \$400,000 or (ii) a ½ cent of Project Sales Tax Revenue from each entity (County and Cities) with respect to the preceding Project Year, except as otherwise provided in Section 2.2(b)(iii).

1.14 "Infrastructure Assistance" shall have the meaning set forth in Section 2.3 below.

1.15 "Legal Proceeding" means an action, litigation, arbitration, administrative proceeding, claim or other legal or equitable proceeding of any kind.

1.16 "Payment Date" means the date which is sixty (60) days following the completion of each Project Year during the Reimbursement Term.

1.17 "Project" shall have the meaning set forth in the fifth paragraph of the Recitals above.

1.18 "Project Sales Tax Revenue" means the amount of County, Cullman, and Good Hope Sales Tax actually paid by AGCOR.

1.19 "Project Site" shall have the meaning set forth in the fourth paragraph of the Recitals above.

1.20 "Project Year" means a twelve month period during the Reimbursement Term. The first Project Year shall commence on AGCOR's first full calendar year, following Completion Date.

1.21 "Reimbursement Term" means the period of eight (8) successive Project Years, commencing with the first full Project Year following the Completion Date and expiring on the Payment Date which occurs following the eighth (8th) Project Year.

ARTICLE II PROJECT DEVELOPMENT AND INCENTIVES

2.1 Obligations of AGCOR.

(a) In consideration of this Agreement and the County, Cullman, and Good Hope's obligations hereunder, AGCOR commits to undertake the Project in accordance with the requirements of this Agreement. AGCOR proposes to design the Project consistent with current zoning and other legal requirements and pursuant to a development plan to be provided to the County and Good Hope for review and approval prior to the commencement of construction of the Project (the "Development Plan"). The Development Plan shall include, without limitation, a detailed site plan and complete building plans and specifications for construction of the AGCOR plant. Design work for the Project shall include all work through preparation of plans and specifications and construction documents. The design work for the Project shall be performed by AGCOR at its sole expense. AGCOR agrees to obtain all necessary approvals and permits for the Project in accordance with the County and Good Hope's standard practices. Subject to the provisions of Section 2.1(c) below, AGCOR agrees to commence construction on the Project within three hundred sixty (360) days following the Effective Date of this Agreement. Subject to the provisions of Section 2.1(c) below, the County, Cullman, and Good Hope shall have the option, upon written notice to AGCOR, to terminate this Agreement in the event construction has not been commenced within such three hundred sixty (360) day period. Construction shall be deemed to commence on the date on which AGCOR's licensed contractor mobilizes on the Project Site in anticipation of constructing the Project.

(b) In connection with its obligation to undertake the Project, AGCOR has represented to the County, Cullman, and Good Hope that it has sufficient financial resources to complete the Project.

(c) The obligation of AGCOR to commence construction of the Project shall be extended for a reasonable period if AGCOR's performance is delayed or prevented by Force Majeure, provided that AGCOR provides written notice to the County, Cullman, and Good Hope of its request for an extension of time on the basis of Force Majeure within sixty (60) days following the occurrence of the Force Majeure event giving rise to the delay. The term "Force Majeure" as used in this Agreement shall mean: acts of the public enemy; acts of terrorism; acts of any government in either its sovereign or proprietary capacity (other than acts taken by the County, Cullman, and Good Hope in accordance with this Agreement); acts, omissions or delays of applicable governmental authorities in processing AGCOR's required approvals for the development and construction of the Project, provided such approval requests are submitted in correct form; fires; floods; hurricanes; epidemics; quarantine restrictions; freight embargoes; strikes; or unusually severe weather (not including normal seasonal inclement weather). AGCOR will, to the extent that it may lawfully do so or that the same is feasible or practical, use commercially reasonable efforts that it would exercise in the ordinary course of business to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreements and covenants hereunder.

(d) AGCOR hereby discharges the County, Cullman, and Good Hope of any responsibilities for any inadequacies in the Development Plan. Approval of the Development Plan by the County, Cullman, and Good Hope shall not be deemed to be an assumption of responsibility or liability by the County, Cullman, and Good Hope of any negligent act, or omission in the performance of AGCOR's design professional or in such design professional's preparation of the Development Plan.

(e) AGCOR specifically recognizes and agrees that the County, Cullman, and Good Hope's approval of the Development Plan shall not constitute an approval of the conformity of such plans with applicable building codes and other usual regulatory or inspection approvals by the County, Cullman, or Good Hope normal to any construction in the County, Cullman, or Good Hope, which review and approval shall proceed in the normal course. AGCOR acknowledges and agrees that this Agreement does not constitute an agreement for the exercise of the County, Cullman, or Good Hope's regulatory powers as a County, or as a municipality.

(f) AGCOR acknowledges and agrees that this Agreement does not constitute an agreement for the exercise of Good Hope's regulatory powers as a municipality. AGCOR shall comply with all land use regulations, codes and laws affecting the leasing, use, improvement and development of the Project Site including, but not limited to, the Americans with Disabilities Act, and all Good Hope ordinances regarding accessibility, and nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

Find a place to enter a provision requiring

2.2 County and Cities' Assistance.

(a) In consideration for AGCOR's agreement to undertake the Project, the County, Cullman, and Good Hope hereby agree to pay AGCOR up to \$400,000 (the "County and Cities' Assistance") from the Project Sales Tax Revenue as reimbursement of a portion of

AGCOR's Capital Costs. Provided that AGCOR is in compliance with the terms and conditions of this Agreement, the County and Cities' Assistance shall be paid to AGCOR through annual Incentive Payments from Project Sales Tax Revenue, as provided in Section 2.2(b) below. AGCOR acknowledges and agrees that (i) AGCOR shall bear the initial cost of such Capital Costs to be subsequently reimbursed (in part) through the County and Cities Assistance, (ii) any expense for the Capital Costs in excess of the amount of the County and Cities' Assistance shall be borne solely by AGCOR, (iii) the County and Cities' Assistance shall be limited to reimbursement of a portion of the Capital Costs and (iv) AGCOR shall be responsible for all other expenses required to undertake the Project.

(b) The County, Cullman, and Good Hope agree to reimburse AGCOR for the Capital Costs through the payment of the County and Cities' Assistance as provided in this Section 2.2(b).

(i) Upon the date in which AGCOR opens for business, AGCOR shall provide to the County, Cullman, and Good Hope a written notice of same. The Project shall be deemed completed for purposes of this Agreement as of the date of the notice (the "Completion Date").

(ii) Beginning on the first Payment Date after the Completion Date, and continuing on each of the Payment Dates thereafter until the earlier of (A) the expiration of the Reimbursement Term or (B) the payment in full to AGCOR of the County and Cities' Assistance in the amount of \$400,000, the County, Cullman, and Good Hope will pay the Incentive Payment to AGCOR as reimbursement for a portion of the Capital Costs. AGCOR agrees to submit a written request for payment to the County, Cullman, and Good Hope on or before thirty (30) days prior to each Payment Date (but failure to submit such written request on a timely basis shall in no event relieve the County, Cullman, and Good Hope of their respective obligations under this Agreement to pay the Incentive Payment to AGCOR as reimbursement for a portion of the Capital Costs).

(iii) AGCOR acknowledges and agrees that the County, Cullman, and Good Hope's payment of the County and Cities' Assistance depends on the timely filing of sales tax returns and payment of sales taxes by AGCOR. AGCOR understands that the timely submission of such tax returns and payment of such taxes is necessary for the County's Sales Tax and Revenue Enforcement Department to verify the amount of the Project Sales Tax Revenue for the preceding Project Year and, accordingly, shall be a condition precedent to the County, Cullman, and Good Hope's payments of the County and Cities' Assistance, however, failure to submit on a timely basis shall in no event relieve the County, Cullman, and Good Hope of their respective obligations under this Agreement to pay the Incentive Payment to AGCOR as reimbursement for a portion of the Capital Costs, but rather, AGCOR acknowledges that failure to timely file may result in a delay in reimbursement.

(iv) In the event that AGCOR, at any time, receives a refund with respect to any sales taxes used in the calculation of the Project Sales Tax Revenue, the

Incentive Payment for the corresponding Project Year(s) will be re-calculated, exclusive of any interest refunded, and AGCOR promptly will repay to the County, Cullman, and Good Hope, the difference between the re-calculated Incentive Payment and the actual Incentive Payment for the Project Year(s) with respect to which the corresponding Incentive Payment was paid. In the event that AGCOR pays tax owed during a particular Project Year after the Incentive Payment with respect to such Project Year has been calculated and paid to AGCOR, the Incentive Payment for the corresponding Project Year(s) will be re-calculated, exclusive of any interest paid, and the County, Cullman, and Good Hope promptly will pay to AGCOR the difference between the re-calculated Incentive Payment and the actual Incentive Payment for the Project Year(s) with respect to which the corresponding Incentive Payment was paid, but provided, however, that the County, Cullman, and Good Hope shall have no obligation to make such additional payment with respect to Project Sales Tax Revenue received after the end of the Reimbursement Term if the full amount of the County and Cities' Assistance has been paid.

(v) AGCOR acknowledges and agrees that the County and Cities' Assistance shall be paid to AGCOR solely from Project Sales Tax Revenue and that the County, Cullman, and Good Hope's obligation to make such payments is not a general obligation of the County, Cullman, and Good Hope, but is limited to such funds as are available from the Project Sales Tax Revenue. In the event that the Project Sales Tax Revenue generated during the Reimbursement Term does not produce the \$400,000 maximum amount of County and Cities' Assistance, neither AGCOR nor its designees, successors or assigns, if any, shall have any general or other recourse against the County, Cullman, or Good Hope, of the payment or satisfaction of the difference between \$400,000 and the amount actually paid to AGCOR under this Agreement. No interest, carrying charge or finance charge of any kind shall accrue or be added to the principal amount due AGCOR by the County, Cullman, or Good Hope hereunder.

(c) Notwithstanding any other provision of this Agreement, in the event that AGCOR ceases manufacturing and/or retail business operations at the Project Site for greater than one hundred twenty (120) consecutive days at any time during the Reimbursement Term for reasons other than Force Majeure or condemnation, then this Agreement shall be deemed suspended and AGCOR shall have a period of one hundred eighty (180) days in which to obtain a replacement owner/tenant for the Project. Provided that (i) such replacement owner/tenant is a comparable credit tenant to AGCOR, as determined by the County, Cullman, and Good Hope in their sole discretion, exercised in good faith, (ii) such replacement owner/tenant is forecasted to generate annual sales tax revenues, jobs, and other benefits to the County, Cullman, and Good Hope, comparable to those anticipated for AGCOR as set forth in the Recitals above, and (iii) such replacement owner/tenant has opened for business within such one hundred eighty (180) day period, this Agreement shall recommence and the County, Cullman, and Good Hope will pay to AGCOR the remaining balance of the County and Cities' Assistance in accordance with the terms set forth herein (except that the Project Year shall recommence sixty (60) days after such replacement owner/tenant has opened for business). In the event that AGCOR fails to satisfy the conditions set forth in the foregoing sentence within such one hundred eighty (180) day period, this Agreement shall be deemed terminated and the County, Cullman, and Good

Hope shall have no obligation to make any payment of County and Cities Assistance otherwise due after such termination.

2.3 Infrastructure Assistance. In further consideration for AGCOR's agreement to undertake the Project, Good Hope hereby agrees that it will, at Good Hope's sole cost and expense, undertake the following infrastructure improvements on or for the benefit of the Project Site (collectively, the "Infrastructure Assistance"):

(a) Not later than ninety (90) days after AGCOR closes on the acquisition of the Project Site, Good Hope will cause a 6" (or smaller, if requested by AGCOR in writing) sanitary sewer line to be brought to the Project Site in the location, mutually agreed upon by the AGCOR and Good Hope, and will allow connections to same by AGCOR. AGCOR agrees to pay for all tap fees associated with such connections.

ARTICLE III GENERAL TERMS

3.1 Effective Date. This Agreement shall become effective on the date upon which it is executed by the last party to sign (the "Effective Date").

3.2 Public Purpose. The County, Cullman, and Good Hope do hereby ascertain, determine, declare and find that the development and implementation of the Project with the County and Cities Assistance and the Infrastructure Assistance is in the best interest of the County, Cullman, and Good Hope, and will serve the public purposes set forth in the Recitals above.

3.3 Assignment; Sale of Project and Project Site. AGCOR may not assign or transfer this Agreement or any interest herein or any part hereof to another entity without the written consent of the County, Cullman, and Good Hope (which such consent shall not be unreasonably withheld, conditioned, or delayed); provided, that AGCOR may execute a collateral assignment of this Agreement to any lender providing financing for the Project upon notice to the County, Cullman, and Good Hope, but without the County, Cullman, and Good Hope's prior written consent; and provided further, that AGCOR may assign this Agreement upon notice to the County, Cullman, and Good Hope, but without the County, Cullman, and Good Hope's prior written consent to any financially solvent purchaser of the Project that agrees to assume assigned obligations of AGCOR in and to the Project, and if so assigned, AGCOR shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the County, Cullman, and Good Hope, to be expressed in writing by an authorized representative of the County, Cullman, and Good Hope. Any assignment or transfer in violation of the terms hereof shall nullify and make void any obligation of the County, Cullman, and Good Hope otherwise required herein. In addition, following completion of the construction of the Project, AGCOR may elect, in its sole discretion, to sell the Project and the Project Site to a financially solvent third party via a sale-leaseback transaction and in such event, the County and Cities' Assistance will remain payable to AGCOR at all times during the Reimbursement Term that AGCOR is the tenant of the Project Site

3.4 Default and Termination.

(a) For purposes of this Agreement, an "Event of Default" by AGCOR shall be defined as: (i) AGCOR's breach or violation of any term or condition of this Agreement which is not cured within a cure period set forth herein or, if no cure period is specified, is not cured within thirty (30) days after written notice from the County, Cullman, or Good Hope, provided, however, that if such cure reasonably cannot be completed within such thirty (30) day period, is not cured within such additional period of time as shall be reasonably necessary to complete the cure as long as AGCOR is diligently and in good faith prosecuting said cure to completion; (ii) any material representation made by AGCOR in this Agreement, or in any certificate, notice, or request made by AGCOR in writing and delivered to the County, Cullman, and Good Hope, pursuant to or in connection with this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; (iii) the entry of a decree or order for relief by a court having jurisdiction concerning AGCOR in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, trustee (or similar official) of AGCOR for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; (iv) the commencement by AGCOR of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; or (v) the consent by AGCOR to the appointment of or taking possession by a receiver, liquidator, trustee (or other similar official) of AGCOR or of any substantial part of AGCOR's property; (vi) the making by AGCOR of any assignment for the benefit of creditors; or (vii) the failure of AGCOR generally to pay its debts as such debts become due.

(b) Upon the occurrence of an Event of Default by AGCOR which is not cured within the applicable time periods set forth above, the County, Cullman, or Good Hope, may, in its discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Agreement:

- (i) seek and obtain injunctive relief or declaratory relief;
- (ii) terminate this Agreement; and/or
- (iii) exercise any and all other remedies available to the County, Cullman, or Good Hope at law or in equity.

(c) The County, Cullman, and Good Hope shall have the right to recover all provable actual damages, as well as reasonable attorney's fees and court costs, caused by an Event of Default by AGCOR that is not cured within applicable notice and cure periods set forth herein. Additionally, AGCOR shall have the right to recover all provable actual damages, as well as reasonable attorney's fees and court costs, caused by an Event of Default by the County, Cullman, or Good Hope that is not cured within applicable notice and cure periods set forth herein. Anything herein to the contrary notwithstanding, no party to this Agreement shall in any event be responsible or liable for consequential, speculative, exemplary or punitive damages as a

result of an Event of Default that is not cured within applicable notice and cure periods set forth herein.

(d) Notwithstanding any other provision of this Agreement, prior to the commencement of construction of the Project, the County, Cullman, or Good Hope, may terminate this Agreement immediately upon receipt of formal notice from AGCOR that AGCOR no longer has the intent of undertaking the Project.

3.5 Governing Law. This Agreement, all rights of the parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, AGCOR consents to the jurisdiction and venue of the federal or state courts for Cullman County, Alabama with respect to any matter arising hereunder.

3.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.7 Notices. All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, or by a nationally recognized overnight courier for delivery on the following business day, as follows:

If to the County:	Cullman County Commission 500 Second Avenue SW, Room 105 Cullman, Alabama 35055 Attn: Chairman Kenneth Walker
With a copy to:	J. Chad Floyd Attorney for Cullman County Commission 500 Second Avenue SW, Room 110 Cullman, Alabama 35055
If to Cullman:	City of Cullman P.O. Box 278 Cullman, Alabama 35056 Attention: Mayor Woody Jacobs
with a copy to:	Roy Williams Jackson & Williams 416 First Avenue SE Cullman, Alabama 35055
If to Good Hope:	City of Good Hope 135 Municipal Drive

Cullman, Alabama 35057
Attention: Mayor Jerry Bartlett

With a copy to: Rita Nicholas
Attorney for the City of Good Hope
135 Municipal Drive
Cullman, Alabama 35057

If to AGCOR: AGCOR Steel, LLC
1503 10th Street SE
Cullman, Alabama 35055
Attention: Zac Smith

with a copy to: Hon. Heath E. Meherg
Attorney for AGCOR Steel, LLC
409 1st Avenue, S.W.
Cullman, Alabama 35055

or to such other address as the parties shall designate from time to time by written notice.

3.8 Cost and Expense. Each party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement. AGCOR acknowledges that it shall be responsible for all costs of developing the Project, including but not limited to, the cost of all improvements required to the Project Site in order to implement the Project and the cost of planning, developing and maintaining the Project Site, such as legal, engineering, architectural, construction and environmental services. AGCOR shall not hold itself out as an agent of the County, Cullman, or Good Hope, and shall not make any representation or take any action which shall convey the impression to any contractor, subcontractor, laborer or supplier that the County, Cullman, or Good Hope, has any obligation or responsibility for any payment to such contractor, subcontractor, laborer or supplier in connection with the Project.

3.9 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

3.10 Representations and Warranties. AGCOR makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) AGCOR is a duly organized and existing Alabama limited liability company, in good standing in the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of AGCOR's undersigned officer has been duly authorized by a resolution duly adopted by AGCOR's members, and by all other necessary actions.

(c) All actions and proceedings required to be taken by or on behalf of AGCOR to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of AGCOR hereunder, have been or will be duly taken.

(d) There are no approvals, authorizations, consents or other actions by or filings with any person which are required to be obtained or completed by AGCOR in connection with the execution and delivery of this Agreement or in connection with any other action required to be taken by AGCOR hereunder. AGCOR is not and will not be required to give any notice to or obtain any consent from any person or entity in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

(e) The execution and performance of this Agreement by AGCOR does not:
(i) constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit or agreement of any nature to which AGCOR is a party; (ii) contravene, conflict with, or result in a violation of, or give any governmental body or other person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under any legal requirement or any order to which AGCOR, or any of the assets owned or used by AGCOR may be subject; (iii) contravene, conflict with, or result in a violation or breach of any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, any contract, agreement, instrument or understanding by which AGCOR is bound; or (iv) result in the imposition or creation of any lien, security interest, or encumbrance upon or with respect to any of the assets owned or used by AGCOR.

(f) To the best of AGCOR's knowledge, AGCOR is not in default under, or in violation of, any law or regulation or under any order of any court, board, commission or agency whatsoever, the default under or violation of which would have a material adverse effect on AGCOR's obligations under this Agreement. To the best of AGCOR's knowledge, AGCOR has received no written notice of any pending or impending civil or criminal investigation, audit, proceeding, action, or litigation or any nature from any federal, state or local board, commission or agency, which would prevent the construction or operation of the Project.

(g) To the best of AGCOR's knowledge, there are no outstanding judgments, orders, writs, injunctions, or decrees of any government entity, no pending Legal Proceedings or material threats of Legal Proceedings, against or affecting AGCOR before or by any court, board, commission or agency whatsoever which would have a material effect on AGCOR's performance of its obligations under this Agreement.

(h) To the best of AGCOR's knowledge, AGCOR has not experienced bankruptcy, insolvency or any other form of legal relief from claims of creditors.

(i) AGCOR certifies that, to the best of its knowledge, it has not employed or retained any company or person to solicit or secure its selection to enter into this Agreement or to obtain any contract or business of any nature from the County, Cullman, or Good Hope, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any

fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement or obtaining any contract or business of any nature from the County, Cullman, or Good Hope. For the breach or violation of this provision, the County, Cullman, or Good Hope, shall have the right to terminate the Agreement without liability at its discretion.

The representations, warranties and covenants made by AGCOR herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

3.11 Relationship of Parties. The County, Cullman, Good Hope, and AGCOR agree that nothing contained in this Agreement, or any act of AGCOR or of the City, shall be deemed or construed by any of the parties hereto, or by third persons, to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between AGCOR and the County, Cullman, and Good Hope, other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the County, Cullman, and Good Hope, have no investment or equity interest in the business of AGCOR, and shall not be liable for any debts of AGCOR, nor shall the County, Cullman, or Good Hope, be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of AGCOR, nor shall AGCOR at any time or times use the name or credit of the County, Cullman, or Good Hope, in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

3.12 Compliance with Laws.

(a) All parties to this Agreement shall comply, and shall endeavor by its business practices to cause its officers, agents, and employees to comply, in all material respects, with all applicable federal, state and local statutes, regulations, rules, ordinances and other laws, including, but not limited to, the Americans with Disabilities Act, which are applicable to the development of the Project.

(b) AGCOR shall not enter into, execute, or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the lease, use or occupancy of the Project Site, or any part thereof, or any improvements placed thereon, upon the basis of race, ethnicity, color, religion, sex, national origin, age or handicapped status. AGCOR shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination in employment.

(c) AGCOR shall obtain all licenses and permits required by law, including, but not limited to, all business licenses required by the County and Good Hope.

3.13 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of AGCOR and its successors and assigns and shall be binding upon and shall inure to the benefit of the County, Cullman, Good Hope, and their respective successors and assigns.

3.15 "Buy Local". AGCOR agrees that in any contracts for the construction of any portion of the Project, it will encourage the general contractors thereunder to buy and/or lease supplies, materials and equipment from vendors located within Cullman County, Alabama.

3.16 Local Hiring. AGCOR agrees to use, and to cause its contractors to use, commercially reasonable efforts to hire qualified residents of Cullman County, Alabama, to fill available positions with respect to the development and construction of the Project.

3.17 Entire Agreement; Amendment. This Agreement constitutes one entire and complete agreement, and neither of the parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the County, Cullman, Good Hope, and AGCOR. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the parties. This Agreement may be amended only by a written instrument executed by all parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date first above written.

ATTEST:

AGCOR Steel, LLC., an Alabama
Limited Liability Company

By: AGCOR Steel, LLC

By: 
Name: _____
Its: _____

By: 
Name: _____
Its: _____

ATTEST:

CULLMAN COUNTY COMMISSION

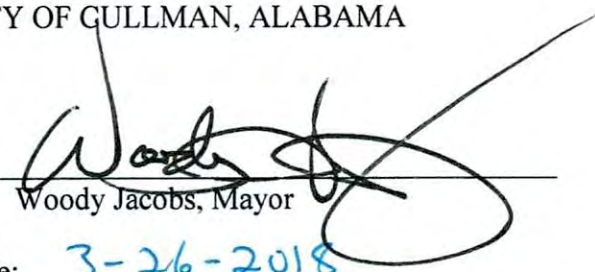
By: 
Name: _____
Name: _____

By: 
Kenneth Walker, Chairman
Date: 3-26-2018

ATTEST:

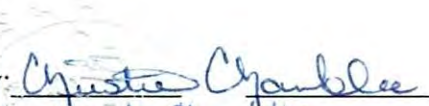
CITY OF GULLMAN, ALABAMA

By: 
Name: Wesley M. Moore
Its: City Clerk

By: 
Woody Jacobs, Mayor
Date: 3-26-2018

ATTEST:

CITY OF GOOD HOPE, ALABAMA

By: 
Name: Christie Chamberlee
Its: city clerk

By: 
Jerry Bartlett, Mayor
Date: 3-26-2018

EXHIBIT A

Project Site

PARCEL 1: Parcel No.: 17-08-33-0-001-085.000

The East half of the Southeast Quarter of the Southeast Quarter and also all that part of the Southwest Quarter of the Southeast of the Southeast Quarter lying and being on the East side of the certain ditch and being 1 ¼ acres. All in Section 33, Township 10 South, Range 3 West, and being 20 acres more or less conveyed. Less and except any parcels previously conveyed therefrom.

Source of Title: Deed Book 614, Page 376, Office of the Judge of Probate, Cullman County, Alabama.

PARCEL 2: Parcel No.: 17-08-34-0-001-024.000

The Southwest Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 10 South, Range 3 West, containing 57 acres, more or less. Less and except any parcels previously conveyed therefrom.

Source of Title: Deed Book 614, Page 376, Office of the Judge of Probate, Cullman County, Alabama.

PARCEL 3: Parcel No.: 17-08-33-0-001-085.001

Commencing at the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 33, Township 10 South, Range 3 West, thence West along the South forty line 160 feet to the point of beginning. Thence continue West 140 feet thence North 363 feet thence East 140 feet, thence South 363 feet to the point of beginning. Less and except a 30 foot road easement off the South side of the above-described land being 140 feet East and West and 30 feet North and South.

Source of Title: Deed Book 654, Page 962, Office of the Judge of Probate, Cullman County, Alabama.

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

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

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

1. **Statement of Purpose.** NARCOG has been awarded a grant from the Alabama Department of Senior Services (ADSS) and is funding the undertaking of certain activities within Cullman, Lawrence, and Morgan Counties. NARCOG desires to engage the Contractor to render certain services in order to achieve the following objectives hereinafter set forth under Title III of the Older Americans Act of 1965, as amended:
 - a. Secure and maintain maximum independence and dignity in a home and community based environment for older individuals capable of self-care with appropriate supportive services; and
 - b. Remove individual and social barriers to economic and personal independence for older individuals; and
 - c. Help reduce isolation and loneliness of older individuals by offering an opportunity to older individuals to live their remaining years in dignity.
2. **Scope of Services.** The Contractor shall do, perform and carry out, in a satisfactory and proper manner as determined by NARCOG and in compliance with the guidelines, standards and regulations of Title III of the Older Americans Act of 1965, as amended, the services as described and listed in the "Scope of Services" for all Title III services and hereto attached and made a part of this agreement as **EXHIBITS A, B, C and D.**
3. **Programmatic Reporting Requirements.** All program required reports specified within this contract and exhibits are to be submitted by the specified due dates. Any additional reports, records or statistics requested by NARCOG shall be provided in a prompt and accurate manner. It is the Contractor's responsibility to review all reports for accuracy and completeness *prior to* submitting the reports.
4. **Effective Dates.** This contract shall begin on **October 1, 2024** and delivery of services being provided under this contract shall end on **September 30, 2025.**
5. **Insurance.** The Contractor shall maintain General Liability insurance in sufficient amounts to safeguard all Title III property. Employees working in the Title III Program shall be covered by workmen's compensation insurance. A copy of the face sheet of the insurance policy

and dates of coverage is to be mailed to NARCOG upon each renewal. In the event that insurance coverage is canceled, NARCOG is to be notified immediately.

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

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

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

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

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

10. **Maintenance of Funds.** The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by NARCOG and the Alabama Department of Senior Services to assure a proper accounting of all project funds, including both federal and non-federal matching of funds expended. Budget revisions must

be submitted to and approved in writing by the Area Agency on Aging Director and Executive Director of NARCOG.

11. **Request for Funds.** The Contractor agrees to submit a request for funds to NARCOG no later than the 15th of the month for the previous month's services. Requests for payments, or any part thereof, received after the 15th will be paid the following month. Payments shall be made subject to satisfactory completion of all required reports, as determined by the NARCOG.
 - a. Itemized and signed receipts for all expenditures shall be retained by the Contractor for review by NARCOG, ADSS, or State Examiners of Public Accounts.
 - b. The Contractor agrees to maintain adequate records of local and in-kind expenditures and to report such expenditures monthly on the *Agency Contractor Monthly Request for Reimbursement Form*.
12. **Payment of Funds.** Subject to receipt of funds from ADSS, NARCOG agrees to pay the Contractor for all eligible expenses incurred while performing services outlined in this Contract and as agreed upon between the Contractor and NARCOG.
 - a. Payment of OAA funds shall be made by NARCOG on a monthly basis when a properly completed *Agency Contractor Monthly Request for Reimbursement Form* (provided by NARCOG) has been submitted. Payment of American Rescue Plan (ARP) funds shall be made by NARCOG on a quarterly basis.
 - b. The Contractor will not be reimbursed for more than one twelfth (1/12) of the contracted OAA funds per month during the contract period. Local match (including participant donations) shall be spent first as necessary to meet monthly expenditure requirements.
 - c. Reports on expenditures will include amounts of non-federal matching funds expended.
 - d. Expenditures must be incurred during the contract period in order to be eligible for reimbursement.
 - e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum stated in Title III Funding Allocations as stated in **EXHIBIT E**. It is also expressly understood that the Contractor may not exceed the number of meals as stated in Meals Allocations in **EXHIBIT E**. These amounts may change based upon Notice of Grant Award (NGA) received from ADSS.
 - f. Participant contribution/donations will also be reported monthly. They are to be reported on the *Agency Contractor Monthly Request for Reimbursement Form* and must agree with amounts received and recorded on the *Contractor Daily Contribution Report*.
 - g. It is expressly understood that NARCOG retains the right to withhold payment if the Contractor
 - a. Fails to comply with any of the terms of this agreement, which include service quality, program standards, policies, and program requirements established by NARCOG, ADSS, or by State or Federal Guidelines
 - b. Fails to comply with corrective action plans established by NARCOG.
 - c. Fails to provide Aging Match funds.
 - d. Fails to pay for ineligible/unserved/undocumented meals.

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

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

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

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

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

- b. **In-service, Training, Workshops and Meetings.** NARCOG requires appropriate personnel to attend in-service trainings sponsored by NARCOG and ADSS. Any waiver for personnel required to attend must receive approval from NARCOG.

14. **Subcontracts.** None of the work or services covered by this Contract shall be subcontracted by the Contractor to any other individual, agency, organization or company.
15. **Confidentiality.** No information obtained from or pertaining to an individual as a result of this contract will be disclosed in a form which shall identify an individual. The Contractor further agrees to protect the confidentiality of potential, active, and previous clients who are service recipients. Contractor is responsible for familiarizing personnel with confidentiality policies.
16. **HIPAA Compliance.** The Contractor is responsible for developing and implementing procedures and policies that adhere to the Health Insurance Portability and Accountability Act (HIPAA). The Contractor must also have a current HIPAA Business Associate Agreement on file with NARCOG stating it will adhere to all rules and requirements contained therein.

17. **Computers and Other Data Devices.** The Contractor agrees to take all necessary precautions to safeguard computer equipment and other data devices. Contractor agrees to annually update Anti-Virus software. Contractor is responsible for all maintenance of said computers and devices while in their possession. All computers and devices used away from the office containing participant information must be encrypted to protect the confidential information of participants. The Contractor shall immediately report any accidents or virus-related problems, as well as all lost or stolen computers or devices to NARCOG's Director of Aging.
18. **Maintenance of Records.** The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as determined necessary by NARCOG, the Alabama Department of Senior Services, and government auditory standards. Participant information will be obtained, processed and maintained in a manner that assures the confidentiality of the participant will not be violated and HIPAA Guidelines are followed. The Contractor will be required to have a HIPAA Business Associate Agreement on file with NARCOG which covers all contracts.
19. **Record Retention.**
- a. **Fiscal Records.** All required fiscal records and are required to be retained for a specified period of six (6) years from the termination date of this contract.
 - b. **Program Records.** All Title III *Participant Enrollment Forms*, participant sign-in sheets, home delivered meals delivery sheets, service logs, and any other program records must be retained by the Contractor for three (3) years from the termination date of this contract.
20. **Audits and Inspections.** During the Contract period, and as long thereafter as the records are required to be maintained, during normal business hours, NARCOG, Alabama Department of Senior Services, and/or the Comptroller General of the United States, or their authorized representatives, shall have the right of access to any books, documents, papers or other records (including electronic records) with respect to all matters covered by this Contract in order to make audit, examination, excerpts and/or transcripts to determine effectiveness and efficiency of service delivery. The Contractor will cooperate with NARCOG and/or the Alabama Department of Senior Services in evaluating the effectiveness, feasibility and cost of contracted services. The Contractor shall provide NARCOG with a copy of the official agency audit for the Contract period.
21. **Identification of Support/Publicity/Recognition.**
- a. The Contractor shall make available to NARCOG copies of all publications, flyers, outreach materials, advertisements, announcements, informational materials created by the Contractor (other than documents exclusively for internal use by the Contractor) for use under this contract that publicize any services or programs covered under this contract.

- b. All facilities (e.g., senior centers, Contractor's offices) supported through this contract shall display in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said display is to include the official logos of said agencies.
 - c. Advertisements, announcements, reports, informational material and other documents completed as part of this Contract, shall indicate in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said documents are to include the official logos of said agencies. Any major publicity given to the Title III programs must acknowledge that the program is funded in part by a grant from NARCOG, in cooperation with the Alabama Department of Senior Services.
22. **Targeting of Services.** The Contractor shall target older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) in the delivery of services, as defined in the Older Americans Act and supporting regulations. The Contractor will adhere to the targeting population in order to satisfy the needs of those individuals in the areas falling in those categories. The Contractor assures an attempt to provide service to targeted individuals in at least the same proportion as the target population is to the population of older individuals of the area.
23. **Outreach.** The Contractor shall conduct outreach in a manner designed to target low-income, rural, and minority individuals. Outreach is initiated by the Contractor and is an intervention with individuals for the purpose of identifying potential participants (or their caregivers) and encouraging their use of existing services and benefits.
- The Contractor is to provide to NARCOG specific objectives for providing outreach and include proposed methods for carrying out these objectives. NARCOG will provide a template for the Outreach Plan. The targeting and outreach plan will specify how the Contractor will conduct and/or coordinate outreach activities on an on-going basis to ensure participation in the programs funded by the Title III funds.
24. **Copyright.** No report, data or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright or funding by or on behalf of this Contractor.
25. **Modification in Contract.** NARCOG may from time to time require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including but not limited to, any increase or decrease in the amount of the Contractor's compensation and/or time limitations shall be incorporated in written amendments to this Contract.

26. **Termination of Contract.** If through any cause the Contractor shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, NARCOG shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

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

Upon such termination, the Contractor shall be entitled to receive just and equitable compensation for any work completed to the satisfaction of NARCOG. Upon any such breach by the Contractor and such termination, NARCOG may withhold payments to the Contractor until such time as the exact amount of damage due to NARCOG from the Contractor is determined.

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

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

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

28. Notice, Contact, and Payee Information.

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

Name: Justin Graves, Area Agency on Aging Director
Physical Address: 216 Jackson Street SE
Decatur, AL 35601
Mailing Address: PO Box C
Decatur, AL 35602
Phone: (256) 355-4515, Ext. 261
Fax: (256) 351-1380
Email: jgraves@narcog.org

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

Name: Stephanie Lawson
Physical Address: 1519 Sportsman Lake Rd NW, Cullman 35055
Mailing Address: PO Box 1706, Cullman, AL 35056
Phone: 256-734-1241
Fax: 256-734-1280
E-mail: slawson@co.cullman.al.us

- c. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
- d. The name and mailing address of the official payee to whom the payment shall be made:

Name: Cullman County Commission on Aging
Address: PO Box 1706
Cullman, AL 35056

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

Entered into on this, the 1st day of October, 2024.

FOR NARCOG:

Robby Cantrell, NARCOG Executive Director

Date

FOR CONTRACTOR:

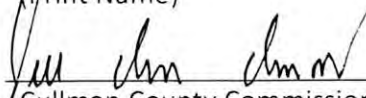
BY: Cullman County, a Body Corporate in the State of Alabama

John M. Bullard
Cullman County Administrator (Print Name)


Cullman County Administrator (Signature)

9/24/25
Date

Jeff "Clem" Clemons
Cullman County Commission Chairman
(Print Name)


Cullman County Commission Chairman (Signature)

9/23/25
Date

EXHIBIT A

**SCOPE OF SERVICES
TITLE III: ADMINISTRATION**

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

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

- G. Personnel employed by the Contractor to perform the services under the contract shall be subject to the employment practices, policies and procedures of the Contractor, including annual Center Manager performance evaluations.
- H. NARCOG is to be notified immediately, in writing, of any personnel changes affecting the Title III Program. This includes Contractor Office staff, as well as nutrition center managers or assistants in the nutrition centers.

II. General Aging Program Administration. The Contractor shall:

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

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

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

IV. Aging Information Management System (AIMS). The Contractor is required to participate in the ADSS's computer reporting system, Aging Information Management System (AIMS). Participating in this system includes the following:

A. **Web AIMS User Access.**

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

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

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

EXHIBIT B**SCOPE OF SERVICES
TITLE III-B: SUPPORTIVE SERVICES**

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

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

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

IV. **Transportation Services.**

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

EXHIBIT B / ATTACHMENT A

**Older Americans Act (OAA)
FY25 III-B Supportive Services Definitions**

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

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

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

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

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

Service Category	Fund Source	Unit	Definition	Notes
				[OAA, Section 102(a)(22) (A)(i); OAA, Section 321(a)(5)(C)]
Chore	Title III-B State Local Program Income Other	1 Hour = 1 Unit Registered Participant	Performance of heavy household tasks provided in a person's home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework.	Can include providing supplies for volunteers to provide the assistance to build ramps and to provide other simple home repairs and upgrades to assist with independence. [OAA, Section 321(a)(5)(C)]
Adult Day Care/Health	Title III-B State Local Program Income Other	1 Day (8 hours) = 1 Unit <i>*Partial days may be reported using two decimal places</i> Registered Participant	Services or activities provided to adults who require care and supervision in a protective setting for a portion of a 24-hour day. Includes out of home supervision, health care, recreation, and/or independent living skills training offered in centers most known as Adult Day, Adult Day Health, Senior Centers, and Disability Day Programs. [OAA, Section 321(a)(5)(B)]	Must have at least one ADL or IADL impairment: ADL – dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs. IADL – telephone use, shopping, food preparation, housekeeping, laundry, mode of transportation, or medication management. [OAA, Section 102(a)(22) (A)(i); OAA, Section 321(a)(5)(C)]
Case Management	Title III-B State Local	1 Hour = 1 Unit	Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished	ADSS strongly encourages the use of III-B and/or ADRC state funds for

Service Category	Fund Source	Unit	Definition	Notes
	Program Income Other	<i>*Partial units may be reported (15-minute increments) for CM assistance lasting less than an hour</i> Registered Participant	functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as screening and assessing needs, providing options counseling, coordinating services, and providing follow-up as required. Short-term case management is used to stabilize individuals and their families in times of immediate need before they have been connected to ongoing support and services. It may involve a home visit and more than one follow-up contact.	activities that are not covered under Medicaid or any other program fund source for situations that may require more intensive case management than is offered by the ADRC. *III-B Case Management can be a resource when the ADRC determines the need for a home visit.
Legal Assistance	Title III-B State Local Program Income Other	1 Hour = 1 Unit <i>*Report in actual minutes</i> Registered Participant	Legal advice and representation provided by an attorney to older individuals with economic or social needs as defined in the OAA, Sections 102(a) (23 and 24), and in the implementing regulation at 45 CFR Section 1321.71, and includes to the extent feasible, counseling, or other appropriate assistance by a paralegal or law student under the direct supervision of a lawyer and counseling or representation by a non-lawyer where permitted by law.	*Time spent providing legal assistance to a client should be reported in actual minutes. Either the attorney or the AAA should report the attorney's hours. Both agencies may not report the same hours.
Information and Assistance (I&A)	Title III-B State Local Program Income Other	1 Contact = 1 Unit Aggregate	A service that: provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assesses the problems and capacities of the individuals; links the individuals to the opportunities and services that are available; to the maximum extent practicable, ensures that the	I&A can be provided to individuals under age 60. Anyone that receives I&A at the senior center should be referred to the ADRC. Referrals to the ADRC are counted as a unit of I&A.

Service Category	Fund Source	Unit	Definition	Notes
			individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures and serves the entire community of older individuals, particularly with greatest social and economic need and at risk of institutional placement.	*Phoning an individual to provide comfort or help (previously captured as Telephone Reassurance)
Outreach	Title III-B State Local Program Income Other	1 Contact = 1 Unit Aggregate	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential participants or their caregivers and encouraging their use of existing services and benefits.	Outreach can be provided to individuals under age 60. *Going to see a participant to provide comfort or help (previously captured as friendly visiting) *Outreach is not an appropriate category to collect large group numbers from media events. Report under Marketing
Public Education	Title III-B State Local Program Income Other	1 Contact = 1 Unit Aggregate	Providing opportunities for individuals to acquire non-nutrition related knowledge, experience, or skills. This service may include workshops designed to increase awareness on various topics, such as crime or accident prevention, continuing education, or legal issues. Workshops may be designed to teach participants a specific skill in a craft, job, or occupation if the participant does not expect to receive wages or other stipends.	

Service Category	Fund Source	Unit	Definition	Notes
Marketing	Title III B State Local Program Income Other	1 Activity = 1 Unit Aggregate	An activity that involves contact with multiple individuals through newsletters, publications, or other social or mass media activities providing education and outreach. Example: Newspaper Ad/story – 1 unit Estimated audience = 1,500	*Do not report over 10,000

Sources:

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

Reminder: ADRC's screen the individual but it is up to the III-B staff to enroll the client utilizing the III-B Enrollment Form located in AIMS.

**Older Americans Act
FY25 Transportation Services Definitions (Title III-B)**

Eligibility: Must be age 60 or older. Exceptions that apply to Nutrition Services do not apply to other Title III-B services. If transportation is provided to someone under 60 you must code the registered client to another fund source such as local.

Verification: Must have at least one ADL or IADL impairment or a dementia-related diagnosis for Assisted Transportation. Must have enrollment form completed annually with AAA staff approval for service delivery.

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

*****Transportation Title III-B funds cannot be expended to transport meals*****

Service Category	Fund Source	Unit	Definition	Notes
Assisted Transportation	Title III-B	1 one-way trip = 1 unit	Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. This service includes escort or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation. Does not include any other activity.	Participant must be enrolled in Title III services, and Title III funds must be used to pay for some portion of the trip. Participant must have at least one ADL/IADL impairment and/or have cognitive/dementia challenge.
	State Local Program Income Other	Registered Participant	*A one-way trip may include the following: assisting the individual in preparation for the trip, assisting from their place of residence into the transportation vehicle, assisting the individuals from the vehicle to the destination, staying with the individual at the point of destination, assisting the individual back to the vehicle and then assisting the individual back to home.	
Transportation	Title III-B State Local Program Income Other	1 one-way trip = 1 unit Registered Participant	Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to	Participant must be enrolled in Title III services, and Title III funds must be used to pay for some portion of the trip.

			another. Does not include any other activity. *Senior Center participants will already be registered in AIMS if they are receiving transportation to the center and will not need an additional enrollment form completed. Those who are not nutrition participants and receive other transportation to places such as medical appointments, shopping, etc. should be registered with the III-B enrollment form.	
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Sources:

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

EXHIBIT C

SCOPE OF SERVICES
TITLE III-C: NUTRITION SERVICES

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

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

- C. All revisions or replacements to the ENP will automatically be incorporated under this contract.
- D. The Contractor shall adhere to all program eligibility guidelines for all nutrition services as outlined in the ENP.

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

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

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

Cullman	Crane Hill
Hanceville	Colony
Holly Pond	West Point
Fairview	

The Contractor shall:

- A. Locate elderly nutrition centers and services as close as possible to concentrations of elderly with the greatest social and economic need, as well as those eligible older persons and handicapped or disabled persons living in housing facilities occupied primarily by the elderly.
- B. Provide a nutrition center that is clean, pleasant, and accessible to kitchen, restrooms, and telephones, as well as meets all applicable health, fire, safety, and sanitation regulations and inspections.
- C. Display all current Health Department approvals at all nutrition centers in a conspicuous location. Current copies of all nutrition centers' approvals must be maintained on file in the Contractor's office, and copies of all also need to be provided to NARCOG as requested.

- D. Provide a written notification to NARCOG when there are any changes in existing elderly nutrition center locations or the establishment of a new service location. This notification shall be forwarded to NARCOG for approval by the NARCOG and ADSS prior to such change or establishment of a new nutrition center.
- E. There is no guarantee of any funds being available for additional or new nutrition centers.

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

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

- E. **Meals Served Record.** This form accompanies the Item Delivery Tickets each week and serves as a summary of the number of meals delivered, the number of meals by program, the number of unserved meals, and the number of center participants present for each day of the serving week. The numbers on this form should directly match those on the Item Delivery Tickets and the Participant sign-in sheets.

- F. **Meal Orders.** The meal order is a form submitted to NARCOG in which the Contractor designates the number of meals needed for each serving day. The meals are designated on the meal order form by meal type. Failure to submit the meal order in a timely manner will result in NARCOG placing an order based on the most recent full week's order. This may result in not enough meals being ordered OR too many meals may be ordered, in which case the Contractor will be responsible for paying for any additional meals ordered but not able to be served.

- G. **Center Manager Time Logs and Volunteer Time Logs.** The Contractor shall submit to Center Manager and Volunteer Time Logs (log template to be provided by NARCOG) for each center manager, employee, Senior Aid, and volunteer, indicating the number of hours worked by service type.
 - 1. The logs will indicate the type of service provided and the number of hours spent on each service by either the center manager or the volunteers on their respective logs. The time logs shall be completed accurately, including all column and row totals prior to submitting to NARCOG. The total daily time should not exceed the total hours worked by the center manager or the volunteer for that day.
 - 2. Any new requirements or new services added by ADSS or NARCOG will be reported in the same manner, meeting all necessary reporting requirements.

- H. **Donation Sheet for Congregate & Home Delivered Meals.** The Contractor shall use this form provided by NARCOG in each center to document all contributions received for nutrition services. The form will also be used to record signatures of those verifying the amounts of the contributions per guidelines and procedures established by ADSS and NARCOG.

- I. **Participant Sign-in Sheets.** Each center is to make a sign-in sheet available each day meals are served. Eligible participants are to sign-in each day on these sheets. These sheets provide legal documentation for those participants consuming a congregate meal and should match those participants on the AIMS logs as having received a meal that date. The sign-in sheets must be maintained

for review by ADSS or NARCOG. The Contractor agrees to provide copies of all sign-in sheets to NARCOG as requested.

- J. **Home Delivered Meals Delivery Sheets.** Each center is to maintain delivery sheets for all home delivered meals delivered to eligible participants. These sheets provide legal documentation for those participants receiving a home delivered meal and should match those participants on the AIMS logs as having received a meal that date. The home delivered meals delivery sheets must be maintained for review by ADSS or NARCOG. The Contractor agrees to provide copies of all delivery sheets to NARCOG as requested.
- VII. Waiting List for Meals.** On a monthly basis, the Contractor must submit waiting list information to NARCOG for those waiting for meals services. The information submitted must include the names, dates of birth and be organized by center and then by meal type (congregate or home delivered). The due date for the waiting list is located in **EXHIBIT D / ATTACHMENT C**.
- VIII. Staffing and Training.**
- A. The Contractor shall provide a center manager to work a minimum of four hours daily at each site.
 - B. In selection of the nutrition center manager, preference should be given to qualified participants who are older persons if job qualifications are the same.
 - C. The center managers shall be required to attend program-related training as required by NARCOG. The training shall provide up-to-date information on new rules, regulations, and techniques relating to the services provided in the centers.
 - D. The Contractor will require its staff to participate in training sessions and other meetings sponsored by the ADSS and NARCOG.
 - E. In conjunction with NARCOG, the Contractor will develop a staff training plan for new center managers that includes at least the following elements:
 - 1. Introduction to Older Americans Act nutrition services and center management.
 - 2. Introduction to the ENP Guide to Meal Services and training on specific chapters.
 - 3. Training on safe food handling procedures and practices.
 - 4. Training on all program forms.
 - 5. Training on eligibility guidelines and the completion of the *Participant Enrollment Forms*.

- F. The Contractor shall recruit, train, and supervise an active volunteer force for both congregate and home-delivered meals programs. All volunteers shall receive basic food safety and sanitation training prior to handling and serving food.
- G. The Contractor shall arrange for an adequate number of paid and volunteer staff necessary to carry out the nutrition services at each center, including clean-up after serving meals.
- H. In the event of a center manager's absence, only a qualified designee may act as a substitute.

IX. Provision of Nutrition Support Services. The Contractor agrees to:

- A. Provide outreach that will insure maximum utilization of nutrition services.
- B. Provide round-trip transportation for participants who want to attend elderly nutrition centers who cannot provide their own transportation.
- C. Provide *nutrition education* services to nutrition center participants (both congregate and homebound) according to the schedule provided by NARCOG. Topics and copies of materials will be provided by NARCOG.
- D. Work with participants and NARCOG to provide Nutrition Counseling services to participants with a high nutrition risk as identified by the Nutrition Health assessment on the *Participant Enrollment Form*.
- E. Provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. These on-going social and recreation activities are to be available at all times during program hours, except when meals are being served.
- F. Provide opportunity for social work intake and counseling, i.e., Vocational Rehabilitation, Mental Health Center, Community Action Agencies, Social Security, D.H.R. (including SNAP & AESAP programs), etc.
- G. Maintain a variety of informational programs, educational programs and recreational activities for all interested participants. This includes the use of visual information (i.e. posters, pamphlets, magazines) which should be available to center participants on a continuous basis.

X. Participant Contributions (Donations). The Contractor shall provide opportunities for participants who receive nutrition services to make contributions/donations according to their ability to pay. Participants wishing to make a contribution for services received

through Title III funds should be given a fair and voluntary opportunity to contribute toward the cost of services through *non-coercive* and *confidential* methods.

- A. There is no cost or charge to any participant for a meal offered in the nutrition program under this contract, but rather participants are to be provided an opportunity to make a voluntary contribution/donation. The *Participant Enrollment Form* suggests a donation of \$1.25 per meal. This does not infer a cost, but rather, simply provides a suggestion of donation based on the region's economic status.
- B. If an eligible participant is unable or unwilling to make a donation, meals or services may not be denied based upon their inability or unwillingness to make a donation.
- C. The Contractor should provide a locked money receptacle for each nutrition center.
- D. The privacy of each participant with respect to his or her contribution shall be protected. The most recommended suggested method is by use of individual donation envelopes.
- E. Two volunteers are to count participant contributions daily. The center manager is to count these contributions a third time to verify them.
 - 1. Contributions are to be recorded in separate amounts for congregate and home delivered meals on the *Weekly Donation Sheet for Congregate & Home Delivered Meals*.
 - 2. The center manager and volunteers are to sign the *Client Weekly Donation Sheet for Congregate & Home Delivered Meals* verifying the amounts collected.
- F. Monies collected from participants for both congregate and home-delivered meals will be deposited every week.
- G. The Contractor is to keep the *Weekly Donation Sheet for Congregate & Home Delivered Meals* forms and copies of all deposit slips on file at the Contractor's office for review during audits.
- H. The monthly total of all contribution amounts are to be entered on the monthly *Agency Contractor Monthly Request for Reimbursement Form* submitted to NARCOG.

- XI. Meal Orders.** The Contractor must receive and serve a minimum of 25 meals per day, five days per week for each elderly nutrition center. The Contractor may shift the number of meals allotted between centers and meal type but must adhere to the following parameters:
- A. Serve no less than 25 *hot* meals per day out of each respective nutrition center. The 25 meals may be a combination of congregate and home delivered meals.
 - B. The Contractor agrees to provide a meal meeting the Department's State Bid Specs (either a picnic meal or a frozen meal) to participants (congregate and home-delivered) identified as "high nutritional risk" on days the centers are closed.
 - C. Unassembled and Assembled picnic lunch menus may be substituted for hot meals.
 - 1. If all meals are replaced for that day with picnic meals, then there is no minimum to the number of picnic meals to order.
 - 2. Should there be a special event planned that requires the Contractor to exceed the regular day's meal order, the Contractor must get prior approval from NARCOG at least fifteen (15) working days in advance.
 - 3. If meals will exceed contract amounts, then arrangements for reimbursement to NARCOG for the extra meals must be made and put in writing.
- XII. Homebound Criteria & Eligibility.** The contractor will utilize the *NARCOG Home Delivered Meals Eligibility Criteria (EXHIBIT D / ATTACHMENT D)* in determining eligibility for the home delivered meals program. These criteria are a more detailed set of criteria than those outlined in the ENP. The Contractor will use these criteria and evaluate each situation individually utilizing these guidelines. The Contractor should make notes/comments on the *Participant Enrollment Form* to justify the meals for each participant.

EXHIBIT D / ATTACHMENT A

**Older Americans Act (OAA)
FY25 III-C Nutrition Services Definitions**

Eligibility: Meals must be served to individuals

- ☐ Age 60 and over
- ☐ Spouses of any age of an eligible participant
- ☐ Person with Disability residing with eligible participant
- ☐ Person with Disability @ Senior Centers located in Housing Facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60
- ☐ Volunteer assisting at mealtime

Verification: Must complete enrollment form and nutrition assessment annually. All C2 participants must complete ADL/IADL checklist on enrollment form, however this is not required for eligibility of service. Volunteer must complete participant information on enrollment form. Eligible individuals may be authorized to receive C1 and/or C2 meals for recording activities of service.

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

Service Category	Fund Source	Unit	Definition	Notes
Congregate Meals (may include grab and go meals)	Title III-C1 State Local Program Income Other	1 Meal = 1 Unit* Registered Participant Aggregate for approved events	Congregate meals are meals meeting the Dietary Guidelines for Americans and Dietary Reference Intakes ... provided under Title III, part C-1 by a qualified nutrition service provider to eligible individuals and consumed while congregating virtually or in-person. except where: (i) If included as part of an approved State plan ... or State plan amendment ... and area plan or plan amendment ...and to complement the congregate meals program, shelf-stable, pick-up, carry- out, drive-through, or similar meals	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist. Only congregate meals served under situations of picnics or shelf stables may be entered into AIMS as "aggregate" when approved by ADSS.

			may be provided under Title III, part C-1; (ii) Meals provided .. shall: (A) Not exceed 25 percent of the funds expended by the State agency under Title III, part C-1, to be calculated based on the amount of Title III, part C-1 funds available after all ...are completed: (B) Not exceed 25 percent of the funds expended by any area agency on aging under Title III, part C-1, to be calculated based on the amount of Title III, part C-1 funds available after all transfers ...are completed. (iii) Meals ...may be provided to complement the congregate meal program: (A) During disaster or emergency situations affecting the provision of nutrition services: (B) To older individuals who have an occasional need for such meal: and/or	
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			(C) To older individuals who have a regular need for such meal, based on an individualized assessment, when targeting services to those in greatest economic need and greatest social need. §1321.87(a)(1)	
Home-Delivered Meals	Title III-C2 State Local Program Income Other	1 Meal = 1 Unit* Registered Participant	Home-delivered meals are meals meeting the Dietary Guidelines for Americans and Dietary Reference Intakes ... provided under Title III, part C-2 by a qualified nutrition service provider to eligible individuals and consumed at their residence or otherwise outside of a congregate setting, as organized by a service provider under the Act. Meals may be provided via home delivery, pick-up, carry-out, drive-through, or similar meals. § 1321.87 (2)	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist. Must complete the ADL/IADL section of the enrollment form for federal OAAPS reporting. Must have at least one ADL or one IADL Impairment. Individuals who are isolated and do not have access to public/private transportation can receive home-delivered meals.
Liquid Nutrition Supplement	Local Funds Title III cash allocations	1 container = 1 unit	A Liquid Nutrition Supplement provided alone and not a part of the meal is considered "other nutrition services" under Title III-C. It can be reported on the State Program Report (SPR) under "consumable supplies."	A liquid nutrition supplement can be purchased with Title III Funds (from the cash allocation of the federal award) or local funds but cannot be counted as a meal if given by itself. It cannot be counted toward NSIP. *As of 10/01/2023 Liquid Meal Replacements are not an approved meal using Title III-C funds. See Liquid Nutrition Supplements below.

Transportation Subservice (Home-Delivered Meals)	Title III-C2 State Local Program Income Other	1 Delivery = 1 Unit Registered Participant	This unit of transportation may apply to meals of any type delivered to the participant's residence from the senior center or other drop-off point. If the AAA pays to deliver a frozen meal pack, it is one unit of transportation per delivery and per person, but not per meal.	Does not include meal deliveries by TRIO Community Meals to the participant's residence. The cost of TRIO meal delivery is part of the meal cost. Does not include family pick-up and delivery. *Title III-B funds cannot be used to transport meals.
Nutrition Education	Title III-C1 Title III-C2 State Local Program Income Other	1 Session = 1 Unit Capture 1 unit per session Capture estimated audience size. Non-Registered Service (Aggregate)	An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. (National Nutrition Monitoring and Related Research Act of 1990 and Input Committee) (SPR/OAAPS 2021)	All materials must be approved by ADSS Registered Dietitian Nutritionists prior to use. May be delivered in-person or via video, audio, online, or the distribution of hardcopy materials. Examples: 1 presentation = 1 session • Even if offered more than 1 time, by more than 1 presenter, and/or in multiple formats. 1 social media message = 1 session • Includes text messages 1 newsletter = 1 session • Even if containing more than 1 article 1 set of hardcopy materials = 1 session • Each set covering a different topic/message = separate session The same message communicated more than one way (e.g., menu notes + social media) = 1 session Title III-D funds cannot be used for Nutrition Education.

Nutrition Counseling	Title III-C1 Title III-C2 State Local Program Income Other	1 Hour = 1 Unit Capture 1 unit per hour per individual Registered Participant	Nutrition Counseling is a service provided under Title III, parts C-1 or 2 which must align with the Academy of Nutrition and Dietetics. Congregate and home-delivered nutrition services shall provide nutrition counseling, as appropriate, based on the needs of meal participants, the availability of resources, and the expertise of a Registered Dietitian Nutritionist. §1321.87(4)	Hours (partial hour may be reported to two decimal places, e.g. 0.25 hours.) Title III-D funds cannot be used for Nutrition Counseling.
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***Note:**

(1) Liquid Nutrition Supplement: refer to **Policies and Procedures for Elderly Nutrition Program, 13.0 Liquid Nutrition Supplement Policy: revised 4-20-23 (Nutrition Coordinator Resource Manual).**

Sources:

1. <https://www.oaaps-pilot.acl.gov/api/upload/download?title=III&downloadType=AppendixA>
2. [Nutrition Services | ACL Administration for Community Living](#)

EXHIBIT D / ATTACHMENT B**SERVING DAYS FOR FISCAL YEAR 2025****OCTOBER**

Serving Days: 21
Theme Day: None
Holidays: Oct 14 Columbus Day

APRIL

Serving Days: 21
Theme Day: None
Holidays: April 18 Good Friday

NOVEMBER

Serving Days: 19
Theme Day: Nov. 22
Holidays: Nov. 11 Veteran's Day
Nov. 28-29 Thanksgiving

MAY

Serving Days: 22
Theme Day: May 23
Holidays: May 26 Memorial Day

DECEMBER

Serving Days: 16
 Theme Day: Dec. 20
 Holidays: Dec. 23-27 Christmas

JUNE

Serving Days: 18
 Theme Day: None
 Holidays: June 3 Jefferson Davis
 June 19 Juneteenth

JANUARY

Serving Days: 21
 Theme Day: None
 Holidays: Jan 1 New Year's Day
 Jan. 15 ML King Day

JULY

Serving Days: 22
 Theme Day: July 3
 Holidays: July 4 Independence Day

FEBRUARY

Serving Days: 20
 Theme Day: None
 Holidays: Feb 17 President's Day

AUGUST

Serving Days: 22
 Theme Day: None
 Holidays: None

MARCH

Serving Days: 20
 Theme Day: None
 Holidays: None

SEPTEMBER

Serving Days: 20
 Theme Day: None
 Holidays: Sept. 1 Labor Day

TOTAL SERVING DAYS = 242

EXHIBIT D / ATTACHMENT C

NUTRITION PROGRAM REPORT DUE DATES - FY 2025

REPORT NAME	FREQUENCY	DUE DATE
Item Delivery Tickets*	Weekly	Due into NARCOG by Tuesday at close of business following the prior week ending on Friday.
Meal Served Record*		
Donation/Contribution Report*		
*Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.		

		If Tuesday falls on holiday-tickets/reports will be due on Wednesday by close of business.
Meal Orders Special Meal Orders	Weekly	Must be received by Tuesday noon for the following week's meal orders. Special Meals/Menus/Large Picnic orders must be approved <u>three weeks in advance</u> by ADSS, TRIO and NARCOG.
Center Manager Time Logs & Volunteer Time Logs* *Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.	Monthly	5 th working day of the month following month end (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)
<u>AIMS LOGS</u> Aggregate Logs Single Service Congregate Meal Logs Single Service Homebound Meal Logs Transportation Logs MEDICARE MINUTE REPORT FORM Participant Enrollment Forms**	Monthly	5 th working day of the month following month end (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7) ** <u>ALL enrollments must be entered timely.</u> All current enrollments must have been entered by due date for month end paperwork submission to ensure that units/meals can be posted.
AIMS Wait List by Center Volunteer Delivery Reporting Form	Monthly	5 th working day of the month following month end (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)

If in doubt about a due date/deadline – please contact NARCOG.

EXHIBIT D / ATTACHMENT D

NARCOG Home Delivered Meals Eligibility Criteria

When considering home delivered meals eligibility, a person must meet *all* of the following criteria *in addition to* the eligibility criteria established by the Alabama Department of Senior Services:

(1) Is the person homebound?

The person must meet the definition of homebound as follows: the definition of homebound individual is one that is normally unable to leave home without considerable difficulty and/or assistance. A person may leave home for medical treatment or short,

infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.

AND

(2) Can the person meet his/her basic nutritional needs?

The person must be unable to meet basic nutritional needs. That is, the person is unable to prepare/has difficulty preparing at least one nutritious meal daily because of:

- A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
- Lack of knowledge or skills to select and prepare nourishing and well-balanced meals, or
- Lack of means to obtain or prepare nourishing meals, or
- Lack of incentive to prepare and eat a meal alone.

AND

(3) Does the person meet the vulnerability criteria?

A person is considered vulnerable if s/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment. (Note that the ADL/IADL is one of the ADSS minimum criteria for eligibility.)

- Activities of daily living are eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
- Instrumental activities of daily living are preparing meals, shopping, medication management, managing money, using the telephone, doing housework, accessing transportation;

AND

The person lacks an informal support system. That is, the person has no one living with him/her who is both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

EXHIBIT E

FUNDING ALLOCATION FY 2025

SOURCE OF FUNDS

Older Americans Act Title III Services & American Rescue Plan Title III Services

These funds are reimbursed to the Contractor based on properly submitted documents and NARCOG approval. Proof of services must be submitted along with

a request for reimbursement. The Contractor must also meet the requirements set forth in the scope of services (**EXHIBITS A, B, and C**).

Source of Funds	Allocation
OAA Title III Funds Allocated	\$45,250.00

*The dollar amounts listed above for Older Americans Act (OAA) Title III programs are based upon the total funding received during FY2024 and estimates for FY2025. Final funding amounts are subject to receipt of FY2025 Notification of Grant Award (NGA) from ADSS and availability of Federal Funds if any. NARCOG has not yet received the NGAs from ADSS. If the total funding amount received from ADSS differs from the estimates for FY2024, NARCOG reserves the right to amend the amounts listed above.

MEALS ALLOCATION FY 2025
SOURCE OF FUNDS: TITLE IIIC, NUTRITION SERVICES

The number of meals listed in the table below is the allocation that NARCOG shall allocate to the Contractor as a part of this contract. Actual funding for these meals will vary depending on what type of meals are needed and ordered by the Contractor. The Contractor must meet the requirements set forth in the scope of services (**EXHIBIT D**).

Source of Funds		Number of Meals*
1.	Part C-1 Federal Funds, Congregate Meals Meal Types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery), Medical Nutrition Therapy Meal Replacement (center delivery), Shelf Stable Meals (center delivery).	27,712
2.	Part C-2 Federal Funds, Home-Delivered Meals Meal types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery and door-to-door), Medical Nutrition Therapy Meal Replacement (center delivery and door-to-door), Shelf Stable Meals (center delivery and door-to-door).	30,469
3.	TOTAL MEALS	58,181

*The estimates of number of meals listed above are based upon actual, current meal usage by the contractor at the end of FY2024 and projected for FY2025. Final funding amounts and number of meals available are subject to receipt of FY2025 Notification of Grant Award (N.G.A.) from ADSS and availability of Federal Funds and NSIP Reimbursement. NARCOG reserves the right to amend the number of meals listed above.

It is expected that the Contractor will manage their meal usage by determining a weekly schedule of meals to be served based on the number of allocated meals and the number of serving days. The basic formula for this is: # of meals allocated ÷ serving days = number of meals served per day).

At the end of each Quarter, NARCOG will evaluate whether or not the Contractor has served the full number of allocated meals equal to the amount expected at that point in the fiscal year. If the Contractor has served more meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG stating how it will decrease the meals served in an amount that would prevent the Contractor from exceeding the total meals allocated for the year. Should the Contractor serve less meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG showing how it will increase meals so as to meet contract requirements. NARCOG reserves the right to re-allocate the meals to another Contractor should the plan and/or the Contractor performance indicate that Contractor cannot serve all meals for the fiscal year.

EXHIBIT F
CONTRACT ASSURANCES

EXHIBIT F

CONTRACT ASSURANCES

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

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately; take any measures necessary to effectuate this agreement.

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

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

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

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

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

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

NON-DISCRIMINATION AFFIRMATIVE ACTION PROGRAM: DSPs AND GRANTEES

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

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

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

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

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

accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

(To be supplied to Lower Tier Participants)

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

IMMIGRATION

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the DSP affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CONFLICT OF INTEREST

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

DEFICIT REDUCTION ACT

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

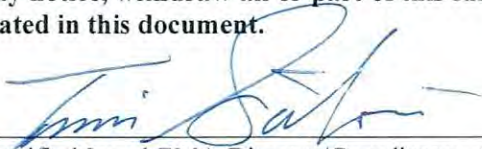
STATE SUBAWARD
Certified Local Emergency Manager Salary Supplement Subaward

1. Grantee: Cullman County EMA (UEI: J8QMAA1TCUK3)	2. FAIN: N/A
3. Issuing Agency: Alabama Emergency Management Agency (AEMA) 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. Effective Dates: 10/01/2024 - 09/30/2025
5. CA Number:	25CLEM
6. Allocation Amount:	\$17,000.00
7. CFDA #: N.A.	8. State Award Date: 10/01/2024

This funding is awarded for the purpose of reimbursement of a portion of the Certified Local Emergency Manager's (CLEM) salary. Once the CLEM salary supplement request has been received by AEMA, then AEMA can reimburse CLEM funding.

The subgrantee agrees: (1) to provide any information requested by AEMA regarding salary payment documentation in a timely manner; (2) requests for reimbursement of expenses relative to this grant will be submitted using claim forms provided or approved by the AEMA Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by the AEMA Fiscal Division; (4) **all claims relating to this grant must be submitted by October 17, 2025;** (5) any additional information requested by AEMA concerning salary expenses will be provided immediately by the subgrantee to avoid delays in reimbursements; (6) all documents related to reimbursements will be made available to AEMA personnel for monitoring and review.

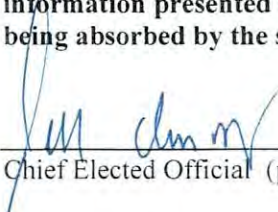
The subgrantee agrees that the Alabama EMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for non-compliance with any portion of the terms stated in this document.

 9/24/25

Certified Local EMA Director/Coordinator (please print and sign) / Date

Certification By County Official Authorized to Sign:

I certify that I understand and agree: to comply with the general and fiscal provisions of this grant subaward to include the terms and conditions; that I am duly authorized to sign as the County Chief Elected Official; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that costs incurred prior to this subaward approval may result in those expenses being absorbed by the subgrantee; and, that these grant funds will not supplant federal, state or local funds.

 9/24/25

Chief Elected Official (please print and sign) / Date



Jeff Smitherman, Director
Alabama Emergency Management Agency

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

September 23, 2025

The Honorable Robert Aderholt
Congressman
272 Cannon House Office Building
Washington, DC 20515

Dear Congressman Aderholt:

On behalf of the Cullman County Commission, we write to express our overall support for the bipartisan Fixing Emergency Management for Americans (FEMA) Act (H.R. 4669). Although this legislation provides long-overdue reforms to streamline disaster recovery and to increase transparency and efficiency, the proposed changes in the overall threshold for Major Disaster Declaration are a significant concern to Alabama counties.

The anticipated increase in the state threshold for Major Disaster Declaration could be extremely costly to both state and local government in Alabama. A proposed increase of four times the current rate of \$9.5 million to qualify for public assistance would result in far fewer events qualifying for federal funding. **In fact, only 9 of the last 29 major disaster declarations in Alabama would qualify under an increase of the magnitude being considered at this time.**

The Alabama Emergency Management estimates local jurisdictions would have lost more than \$250 million in federal funding under the proposed threshold changes. Without federal funding for these disaster events, Alabama's counties will be left to address the cleanup on public properties and the difficult task of restoring infrastructure to protect the safety of our citizens.

Likewise, proposed changes to the public assistance program could result in the funding for this program falling on state or local governments, which would be well beyond our financial capabilities. Most Alabama counties are simply unequipped to administer a program of this nature.

We ask you carefully consider any proposed changes to the major disaster qualification thresholds because of the financial impact on local governments in our state. Likewise, please evaluate the impact of shifting the responsibility for individual assistance to the local or state level. For our county, we simply do not have a funding source that would allow us to respond if federal funding is unavailable.

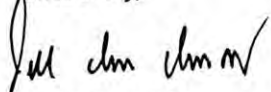
On the other hand, we do support the many following changes proposed in the FEMA Act that will have a transformative impact on county disaster response and recovery:

- **Universal Disaster Application:** Simplifies and unifies survivor applications across federal agencies, reducing confusion, duplication, and delays for disaster survivors during the most stressful times of their lives.
- **Public Assistance Program Reform:** Transitions FEMA Public Assistance funding for qualifying major disaster events from a reimbursement-based model to a grant-based model, allowing counties to more quickly restore vital infrastructure without fronting millions of dollars.
- **Public Assistance Dashboard:** Increases transparency and visibility for the status of project approvals, obligations, and disbursements, helping counties plan better, hold partners accountable and identify bottlenecks.
- **Mitigation Program Reforms:** Modernizes FEMA's mitigation programs so counties can proactively address vulnerabilities before the next disaster strikes, better protecting lives, property and taxpayer dollars.

We believe many of the proposed reforms will have a positive impact on our role during times of disaster and will enable us to more effectively work on mitigation programs year-round. Again, our major concern lies with the increase in the threshold for Major Disaster Declarations and changes to the public assistance program that will place strains on state and local budgets in Alabama.

We thank you for your leadership and look forward to working closely with you as this legislation moves through the process.

Sincerely,



Jeff "Clem" Clemons
Chairman

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

September 23, 2025

The Honorable Tommy Tuberville
U.S. Senator for Alabama
Russell Senate Office Building; Suite 455
Washington, DC 20510

Dear Senator Tuberville:

On behalf of the Cullman County Commission, we write to express our overall support for the bipartisan Fixing Emergency Management for Americans (FEMA) Act (H.R. 4669). Although this legislation provides long-overdue reforms to streamline disaster recovery and to increase transparency and efficiency, the proposed changes in the overall threshold for Major Disaster Declaration are a significant concern to Alabama counties.

The anticipated increase in the state threshold for Major Disaster Declaration could be extremely costly to both state and local government in Alabama. A proposed increase of four times the current rate of \$9.5 million to qualify for public assistance would result in far fewer events qualifying for federal funding. **In fact, only 9 of the last 29 major disaster declarations in Alabama would qualify under an increase of the magnitude being considered at this time.**

The Alabama Emergency Management estimates local jurisdictions would have lost more than \$250 million in federal funding under the proposed threshold changes. Without federal funding for these disaster events, Alabama's counties will be left to address the cleanup on public properties and the difficult task of restoring infrastructure to protect the safety of our citizens.

Likewise, proposed changes to the public assistance program could result in the funding for this program falling on state or local governments, which would be well beyond our financial capabilities. Most Alabama counties are simply unequipped to administer a program of this nature.

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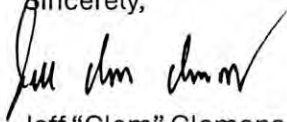
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Chairman

Jeff Clemons
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Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

September 23, 2025

The Honorable Katie Britt
U.S. Senator for Alabama
Russell Senate Office Building; Suite 416
Washington, DC 20510

Dear Senator Britt:

On behalf of the Cullman County Commission, we write to express our overall support for the bipartisan Fixing Emergency Management for Americans (FEMA) Act (H.R. 4669). Although this legislation provides long-overdue reforms to streamline disaster recovery and to increase transparency and efficiency, the proposed changes in the overall threshold for Major Disaster Declaration are a significant concern to Alabama counties.

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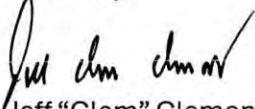
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We thank you for your leadership and look forward to working closely with you as this legislation moves through the process.

Sincerely,



Jeff "Clem" Clemons
Chairman



Ridgeline & Restoration - Huntsville

1320 6th Ave SE

Decatur AL 35601

(256) 677-6118



Cullman County Commission on Aging

1539 Sportsman Lake Road Northwest, Cullman, AL 35055

09/04/2025

Gunter Morris

(256) 531-8974

gunter@ridgeline-roofing.com



Ridgeline & Restoration - Huntsville
1320 6th Ave SE
Decatur, AL 35601

Location Address

1539 Sportsman Lake Road Northwest
Cullman, AL 35055

Cullman County Commission on Aging
1539 Sportsman Lake Road Northwest
Cullman, AL 35055

INVOICE

Job: 11-15522: Cullman County
Commission on Aging

Invoice Name: INVOICE

Invoice Number: 11-15522-1

Invoice Date: 10/03/2025

Terms: Upon Receipt

PRICE

INVOICE

Dynasty

Roofing Section

- * Roof Replacement with IKO DYNASTY SHINGLES
- * Install ground protection around the house
- * Tear Off 1 Layer of existing roofing shingles and felt (\$40 per SQ for additional layers)
- * Replace any rotten wood at \$75 per sheet
- * Install 1 Layer of new synthetic felt underlayment nailed to the deck using approved fasteners.
- * Replace all Pipe Boots.
- * Install Ice/Water shield moisture barrier around penetrations, chimneys, and valleys.
- * Install IKO Ridge Cap on Hips & Ridges
- * Remove & Replace 1.5" Drip Edge Painted if required by code
- * Tear off & haul away debris with onsite dump trailer (Driveway Safe)
- * Full & Thorough Cleanup
- * 10-year Ridgeline workmanship warranty
- * Limited Lifetime Warranty on materials from the manufacturer

Subtotal: Dynasty	\$33,808.61
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Replaced 3 sheets of OSB	\$225.00
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Subtotal: Invoice	\$34,033.61
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Grand Total	\$34,033.61
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10 Year

WORKMANSHIP WARRANTY

This document warrants that should a defect in workmanship on an IKO Dynasty installation, related to the work completed by Ridgeline & Restoration - Huntsville, occur within 10 years of the project, Ridgeline & Restoration - Huntsville will complete repairs within the original project's scope of work at no charge to the customer.

This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which Ridgeline & Restoration - Huntsville fully replaced any existing products, and does not cover repairs or service done to another contractor's work.

Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.



Chris Baldus

OWNER

DATE OF COMPLETION

Warranty Ridgeline Roofing & Restoration includes a Five Year Workmanship Warranty on all Ridgeline Roofing & Restoration roofing systems, which protects against poor workmanship. Ridgeline Roofing & Restoration is not responsible for normal wear and tear. See complete warranty information for details. Warranty begins upon payment in full of total contract amount and approved supplements warranty will be voided by unpaid contract.

The manufacturer warranty for the shingle installed as well as the 5-year workmanship warranty through Ridgeline Roofing & Restoration will not be put into place and given to the homeowner until the balance has been paid in full to Ridgeline Roofing & Restoration.

Ridgeline Roofing & Restoration 5-year workmanship warranty does not apply to any damages that may occur from any acts of nature when the wind speeds reach or exceed 60 MPH.

Payments First roof payment is due when materials are delivered and the crew has started work. Failure to make first payment may result in work stoppage. Ridgeline Roofing & Restoration is not liable for damages that may occur due to work stoppage for failure to make initial contract payment to property. This includes but is not limited to flooding, water damage, theft of material, etc. Final roof payment is due to Ridgeline Roofing & Restoration upon roof completion any and all trade payments are due upon completion of trade. Final payments not received within 30 days of completion will be considered failure to pay and will be subject to Failure to Pay Penalties. See Failure to Pay Penalties for further details.

Failure to Pay Penalties 10% penalty assessed against the total remainder due, all discounts will be revoked at the sole discretion of Ridgeline Roofing & Restoration and the account is subject to being sent to a 3rd party collections agency. Failure to pay may also result in Theft of Service charges being filed per Alabama Penal Code in addition to any necessary civil remedies.

Notice of Cancellation for Contract If I choose to exercise my 3 Day Right of Rescission, I understand that by signing and dating in the space provided will make this contract null and void and no work will be provided by Ridgeline Roofing & Restoration. I understand it is my responsibility to mail 1 copy of this cancelled contract to the corporate office of Ridgeline Roofing & Restoration to 14314 Hwy. 411, Odenville, AL 35120 or to chris@ridgelineroofing-al.com post marked or time stamped no later than 3 business days after the date and time that this contract was executed. In the event that your insurance company denies a filed claim a pre-contract will be cancelled with proof of denial. Contracts cancelled outside of this period may result in a restocking fee not to exceed 25% of the total contracted amount.

Note: Ridgeline Roofing & Restoration Sales Representatives do not make verbal contracts and any terms not disclosed on a contract are considered null and void.

We accept personal checks, money orders, cashiers checks or credit cards. (Make checks payable to Ridgeline Roofing & Restoration) There is a 3.5% processing fee for credit card transactions. Returned checks will result in a returned check fee of \$50 and/or potential hot check charges filed with the appropriate authorities.

***** AL law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of AL law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible. *****


Customer Signature 3

9/23/25
Date



Southern Health Partners

July 11, 2025

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

Re: Health Services Agreement

Dear Sheriff Gentry:

I hope this letter finds you well and pleased with SHP's program of services at the Jail.

I am writing to acknowledge annual pricing for continuation of the current contract for the October 2025-2026 period. We place strong value in working with the Sheriff's Office, and as always, encourage you to reach out with questions or to discuss any aspects of the services we provide.

SHP will need an adjustment of 4% on the base fee and per diem rate this year. We continue to see unprecedented wage inflation and competition for skilled nursing staff. We commonly contend with local hospitals, facilities and agencies offering wage rates far in excess of our site budgets and need to make sure we can account for now-current costs of providing competitive salaries/benefit packages to retain the best staff and maintain contract staffing levels. With correctional staffing being a unique and ongoing challenge, we continue to work vigorously, investing in innovative workforce strategies, to attract, hire and retain staff in order to assure a stable program delivering consistent, quality care.

Labor costs are one very critical area of our operating budget, among many other ever-increasing costs of doing business in the healthcare field. Employee benefits and professional liability insurance are other examples of must-have large cost items with premium rates continuing to increase dramatically industry-wide, outside the control of SHP. Be assured we also take into consideration site-specific circumstances in review of each customer contract individually before formulating renewal pricing. Despite being faced with rising costs, we do absorb as much as we reasonably can in an effort to keep annual adjustments for customers as minimal as possible.

This adjustment will help us ensure our commitment to providing an exceptional program of care, continuing to meet the wide-ranging needs of the incarcerated population and achieving positive outcomes for our patients. A summary based on the 4% pricing is provided below.

Contract Period: October 1, 2025, through September 30, 2026	
Base annualized fee:	\$832,506.12 (\$69,375.51 per month)
Per diem rate greater than 345 inmates:	\$1.54
Annual pharmacy pool limit:	\$55,000.00

Again, please feel free to call or email me should you have questions about any of the terms of our renewal or contract services. I'll be happy to help. My email is carmen.hamilton@southernhealthpartners.com, and my direct line in the NC/SC Regional Office is 803-802-1492.

July 11, 2025
Page two

This letter will be yours to keep on file with your contract, and I will ask you to kindly return a signed copy to me for SHP's historical record at your earliest convenience. A scan to email will be fine. Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

Thank you for your continued trust and partnership. We look forward to another successful year together.

Sincerely,

C. Hamilton

Carmen Hamilton
Contracts Manager

/cph

cc: Mr. John Bullard

CULLMAN COUNTY, AL

BY:

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be "J. Bullard".



August 7, 2025

John M. Bullard, Administrator
Cullman County Commission
P.O. Box 278
Cullman, AL 35056

VIA ELECTRONIC MAIL
jbullard@co.cullman.al.us

**RE: Professional Services Proposal
Solid Waste Management Plan Development
Cullman County
LaBella Agreement No: 3071R
LaBella Proposal No.: P2500181**

Dear Mr. Bullard:

LaBella Associates, D.P.C. (LaBella) appreciates the opportunity to offer professional consulting services to the Cullman County Commission for development of the Solid Waste Management Plan (SWMP) for Cullman County ("the county"). LaBella is submitting this proposal for your review and consideration, which includes a description of the consulting services to be performed (Scope of Services) and service guarantees.

PROJECT UNDERSTANDING

The following proposal is in accordance with previous conversations between representatives of the County and members of LaBella's Waste & Recycling Division. Based on our understanding of those conversations, LaBella will prepare a draft Solid Waste Management Plan, in accordance with the applicable requirements of §22-27-47, Code of Alabama. The scope of this effort is described more fully below.

SCOPE OF SERVICES

TASK 01 – SOLID WASTE MANAGEMENT PLAN DEVELOPMENT

Alabama state law requires each county to develop a plan for the management of solid waste within its boundaries. This Plan must be developed in accordance with the requirements of §22-27-47, Code of Alabama and must address the management and disposal of solid wastes for a period of no less than ten years. Prior to final adoption of the Plan by the local governing body, the Plan shall be subject to a public comment period of no less than 30 days and the subject of at least one public hearing. The governing body must then adopt the Plan within 60 days of the hearing in a meeting open to the public.

Lastly, following adoption of the Plan by the governing body, the Plan must be submitted to the Alabama Department of Environmental Management (ADEM) for formal review and approval.



To accomplish the above on behalf of the County, LaBella proposes to do the following:

- Prepare a draft Solid Waste Management Plan for Cullman County, per the requirements of §22-27-47(b), Code of Alabama,
- Provide a copy of the draft Plan to the County for review and comment.
- Provide a copy of the draft Plan to ADEM for informal feedback prior to the public notice phase of the Plan approval,
- Revise and amend the draft Plan as needed due to feedback from the County and/or ADEM,
- Present the final draft Plan on behalf of the County during the required public hearing, including responding to any public comments or questions concerning the draft Plan, as directed by the County,
- Submit the final adopted Plan to ADEM for formal approval.

DELIVERABLES

The deliverables for the scope of services is as follows:

- **Task 01** – Development of draft Solid Waste Management Plan; coordination with the County concerning public notice of the draft Plan, presentation at the public hearing; response to comments, and general consulting regarding implementation of the Plan.

SCHEDULE

The schedule for the scope of services is as follows:

- **Task 01**- The County's SWMP will expire in December 2025. Although we will work to expedite the adoption of the Plan renewal prior to the expiration, given the timing of the legally required process for adoption of a new SWMP, it is expected a new Plan will be submitted to ADEM for approval within 6 months of approval of this proposal.

ASSUMPTIONS AND LIMITATIONS

This scope and estimated budget are based on the following assumptions:

- Client-generated activities beyond this scope of services and in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.



PROFESSIONAL SERVICE FEES

Based on our understanding of the scope of work presented above, the estimated costs for completing this assessment are as follows:

<i>Task No.</i>	<i>Description</i>	<i>Amount</i>
Task 01	Solid Waste Management Plan Development	\$20, 000.00
	TOTAL	\$20,000.00

Our services will be billed monthly on a percent complete basis.



AGREEMENT

If this proposal is acceptable, please sign and return the attached documents giving us formal authorization to proceed. If additional services are requested, they will be billed at a time and materials basis according to the attached fee schedule.

Please feel free to contact me at (334) 546-4837 or bwatson@labellapc.com if you have any questions. LaBella looks forward to working with you on this project.

Sincerely,
LaBella Associates, D.P.C.

Brent A. Watson

Brent A. Watson
Senior Technical Advisor

Attachments: Terms and Conditions for Professional Services
Professional Rate Schedule

The attached Terms and Conditions for Professional Services are Acknowledged by Signing Below:

LaBella Associates, D.P.C.

David Wall

Signature

David Wall

Printed Name

Associate VP

10/24/25

Title

Date

Cullman County Commission

Jeff Clem
Signature:

Jeff "Clem" Clemmons

Printed Name

Chairman

Title

9/24/25

Date

Terms and Conditions for Professional Services

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of

cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$ 50,000 or the available proceeds of LaBella's insurance coverage.

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor

prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

RATE SCHEDULE

PROFESSIONAL STAFF (RATES PER HOUR)

ENGINEERING

Staff Engineer	\$111
Senior Staff Engineer	\$123
Project Engineer	\$135
Senior Project Engineer	\$152
Technical Engineer	\$175
Senior Technical Engineer	\$190
Sustainability Manager	\$190
Senior Regulatory Engineer	\$215

ENVIRONMENTAL

Environmental Technician	\$88
Senior Environmental Technician	\$100
Staff Geologist/Scientist	\$105
Project Geologist/Scientist	\$120
Senior Project Geologist/Scientist	\$130
Technical Geologist/Scientist	\$150
Senior Technical Geologist/Scientist	\$175
Senior Technical Advisor	\$210
Senior Regulatory Advisor	\$210

FACILITY OPERATIONS

Operations Consultant	\$190
Equipment Operator Trainer	\$230

COMPUTER-AIDED DESIGN/DRAFTING

CADD Operator	\$85
CADD Designer	\$102
Senior CADD Designer	\$108
Drone Operations Leader	\$125

ADMINISTRATIVE

Administrative Assistant	\$65
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Fees for professional services include time incurred on a specific project by professional, technical, and administrative personnel and administrative fees, reimbursable expenses, consultant fees, vehicle expenses, and field expenses. Personnel charges are portal-to-portal from our office or from overnight accommodations when out of town. Personnel charges are not made for overhead work such as general secretarial services, office management, and accounting. The following hourly rates and expenses are subject to annual adjustments based on a calendar year.

COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of \$390 per hour, plus direct expenses.

PROFESSIONAL STAFF (RATES PER HOUR)

CORPORATE MANAGEMENT

Principal Geologist	\$210
Division Director	\$220
Principal Engineer	\$260

FIELD EXPENSES

When directly related to a project, the following field expenses will be billed at our calculated costs as units.

Electronic Water Level Meter	\$30 Per Day
Electronic Oil/Water Interface Probe	\$60 Per Day
Hand Auger	\$40 Per Day
Laser Survey Level	\$175 Per Day
GPS	\$175 Per Day
ATV	\$125 Per Day
PID	\$150 Per Day
Miscellaneous Field Supplies/Equipment	\$15 Per Day
Power Tools	\$40 Per Day

FIELD EQUIPMENT DAILY RATES

Field Equipment (All Inclusive Daily Rates)	Units/Day	Unit Cost
Groundwater Monitoring Daily Rate (includes all equipment and expendables)	1-50 ft	\$200
	51-200 ft	\$400
	201-400 ft	\$480
	401-600 ft	\$550
	601-800 ft	\$650
	801-1,000 ft	\$750
	1,001-1,200 ft	\$850
	1,201-1,400 ft	\$950
Gas Monitoring		\$150
Well Development	1-175 ft	\$100

Note: When LaBella equipment is not available for a project, equipment charges will be billed at rental cost plus 15%.

VEHICLE EXPENSES

When directly related to a project, the following vehicle expenses will be billed at our calculated costs as units.

Vehicle Expense: Vehicle expense includes the daily costs for the use of company field vehicles and fuel.

Vehicle Expense	\$125 Per Half-Day
Vehicle Expense	\$175 Per Day
Vehicle Expense	\$525 Per Week

Note: When LaBella vehicles are not available for a project, travel expenses listed in the reimbursable expenses section will apply.

EXPENSES AND FEES

Reimbursable Expenses and Consultant Fees: When directly related to a project, the reimbursable expenses and consultant fees will be billed at cost plus 15%.

Consultant: The fees of consultants to LaBella Associates, who may perform surveying, geotechnical, laboratory, drilling or other technical or consulting services.

Copy and Reproduction Services: Copy and reproduction expenses include the cost of using professional copy and reproduction.

Delivery: Delivery expenses include the cost of using delivery and express services.

Travel: Travel expenses include the cost of airfare, taxi, rental cars and fuel, tolls and parking. Employee vehicle reimbursement will be the current IRS standard mileage rate.

Lodging: Lodging expenses include the cost incurred during project related travel.

Meal: Meal expenses include the cost incurred during project related travel.

Miscellaneous: Miscellaneous expenses include the cost of expendable field supplies and other expenses directly incurred during a project.

Commission District	Road #	Notes	Paving Type	Length	Width	SOYD	Const Signs Installed	Pipes Req	Pipe Est Cost	Base Patching TON	Base Reclaiming TON	Base Repair Est Cost	Seal Coat Est Cost	Paving Est Cost	Shoulders Est Cost	Striping Est Cost	Pipes Comp	Base Comp	Seal Coat Comp	Paving Comp	Shoulder Comp	Striping Comp	Signs Removed	AWC	Total Cost
CD4	112	NW Hwy 69 Reclaim	JGD	0.55	12	3.872		24 24			8/1	28.470	25.040												\$57,510.00
CD4	247	Reclaim	JGD	0.25	16	2.347		0			528	16.368	17.600												\$33,968.00
CD4	310b	200	G-HMA	2.5	20	29.333							73.333	59.667											\$133,000.00
CD4	385	Spot patch - G-200W	G-HMA	1.2	20	14.080		30						152.044	5.456	2.500									\$150,000.00
CD4	421	Rebuild 1500-100W	HMA	3.65	20	42.827				674				\$14,000	29.872	9.125									\$552,997.00
CD4	806	200W	HMA	0.6	18/12	6.000		24					60.000												\$60,000.00
CD4	807	200W	HMA	0.8	18	8.448		30			0	0	85.000												\$85,000.00
CD4	847	Spot patch - G-165W	G-HMA	1.4	18	14.784		48 48		90		2,790	36.960	127.500											\$167,250.00
																									\$1,249,725.00

Commission District	Read #	Notes	Paving Type	Length	Width	SOYD	Const Signs Installed	Pipes Req	Pipe Est Cost	Base Patching TON	Base Reclaiming TON	Base Repair Est Cost	Seal Coat Est Cost	Paving Est Cost	Shoulders Est Cost	Striping Est Cost	Pipes Comp	Base Coat Comp	Seal Coat Comp	Paving Comp	Shoulder Comp	Striping Comp	Signs Removed	AWC	Total Cost
CD2	1079	Reclaim	JGD	1	13	7,827		18			1,716	53,196	57,200												\$110,396.00
CD2	1087/a	1082 go 1.15 mile south Spot patch	G-200W	1.15	16	10,800		18		626	1,600	30,000	27,000	75,000	10,000										\$142,000.00
CD2	1107	Rebuild G-200W	G-HMA	2.72	19	30318.93		18		60		1,858	75,797	321,381	14,840										\$413,876.49
CD2	1193	G-200W		2	17	19,947		24					49,867	211,435	10,912										\$272,213.33
CD2	1269	G-1/5W		1.98	20.5	23,813		18					59,532	220,864	9,453	2,475									\$292,323.24
																									\$1,230,809.06

PeregrineSolutions.com

PEREGRINE

P.O. BOX 14190 • Monroe, LA 71207 • 318.325.4762

INVOICE NO.	0058976
CUSTOMER NO.	10-00014409
INVOICE DATE	07/21/2025
INVOICE TOTAL	25000.00

SOLD TO:

CULLMAN COUNTY REVENUE COMMISSIONER
BARRY WILLINGHAM
PO BOX 220
CULLMAN, AL 35056

AMOUNT ENCLOSED \$ _____

SHIP TO:

CULLMAN COUNTY REVENUE COMMISSIONER
DARLA WEST
500 2ND AVE SW ROOM 102
CULLMAN, AL 35055

☐ CHECK HERE IF ADDRESS HAS CHANGED AND INDICATE CHANGES ON REVERSE

DETACH TOP PORTION AND RETURN WITH YOUR REMITTANCE

CUSTOMER NO.		CUSTOMER PO. NO.	TERMS: NET DUE UPON RECEIPT OF INVOICE	SHIPPED VIA		REPRESENTATIVE	
10-00014409		BARRY WILLINGHAM		US MAIL		TOM STITH	
QTY SHIPPED	DESCRIPTION			UNIT	UNIT PRICE	EXTENDED AMOUNT	
1	POSTAGE DEPOSIT FOR TAX MAILING			T		25000.00	
A 1½% LATE CHARGE PER MONTH (18% ANNUAL RATE) WILL BE APPLIED TO OVERDUE INVOICES. ACCEPTANCE OF THIS INVOICE INDICATES AGREEMENT TO PAY AT STATED TERMS. CUSTOMER ALSO AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING A REASONABLE ATTORNEY'S FEE.				SUBTOTAL		25000.00	
				SALES TAX		0.00	
				SHIPPING		0.00	
				INVOICE TOTAL		25000.00	

18089

Barry Willingham
Revenue

INVOICE NUMBER	0058976	INVOICE DATE	07/21/2025	SHIP DATE	
----------------	---------	--------------	------------	-----------	--

10-TS5288

PeregrineSolutions.com

PEREGRINE

P.O. BOX 14190 • Monroe, LA 71207 • 318.325.4762



Keet Consulting Services, LLC

Keet Consulting Services, LLC
2501 Meadowview Lane Suite 202
Pelham, AL 35124
205-620-9843

INVOICE

PO# 254400

199
Barry Willingham
Reappraisal

BILL TO:

Cullman County (Q)
Cullman County
Barry Willingham

Invoice Date: 9/2/2025

Invoice No: 00-514701

Customer P.O. #

Delivered By: (esouthern) Ethan Southern

Terms NET 30 Days

One-Time Fee for ArcGIS Pro/Fabric Conversion &
Dynamic Labeling (\$48,500)

KCS ArcGIS Portal Server Hosting &
Management Services (\$2,400) Monthly (Sept 2025)

Product Description	Quantity	Price Each	Tax	Merch Total
GDB Migration	1	\$48,500.00	\$0.00	\$48,500.00
Hosting	1	\$2,400.00	\$0.00	\$2,400.00

Invoice No.: 00-514701

THIS ORDER WAS SHIPPED TO:

Cullman County (Q)
Barry Willingham
, AL

Thank you for your business!

Product Cost:	\$50,900.00
Tax:	\$0.00
Invoice Total	\$50,900.00
Collected At Sale:	\$0.00
Paid By:	
Check # or CC Auth	
Total Paid	\$0.00
You Owe Us:	\$50,900.00

Signed on: 00/00/0000 00:00

NO SIGNATURE ON FILE

Physical Address:

201 Summit Parkway
Birmingham, AL 35209
Phone: 205.314.6600
Fax: 205.940.9067

**QUOTATION**

www.cspire.com/business

Remittance Address:

C Spire Business
PO Box 748168
Atlanta GA 30374-8168

Date: 08/06/25

Quote #: AAAQ155639

Sales Rep: eholley

Quote To:

Cullman County Commission
Ken Walling
500 2nd Ave SW

Cullman AL 35055

Phone: 2565072479

Here is the quote you requested.

Ship To:

Cullman County Commission
Ken Walling
500 2nd Ave SW

Cullman

AL 35055

Qty	Part #	Description	List Price	Unit Price	Ext. Price
3	C9300-24UX-A	Catalyst 9300 24-port mGig and UPOE, Network Advantage	\$16,006.84	\$6,591.05	\$19,773.15
3	CON-SNT-C93024XU	SNTC-8X5XNBD Catalyst 9300 24-port mGig and UPOE, Net	\$1,146.87	\$1,011.94	\$3,035.82
3	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	\$0.00	\$0.00
3	C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	\$2,377.60	\$979.01	\$2,937.03
3	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	\$0.00	\$0.00
3	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$0.00	\$0.00	\$0.00
3	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	\$0.00	\$0.00
3	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	\$0.00	\$0.00
3	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	\$0.00	\$0.00
3	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	\$0.00	\$0.00	\$0.00
3	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	\$0.00
3	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00
3	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	\$0.00	\$0.00
3	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	\$0.00	\$0.00
3	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00
3	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00
3	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	\$0.00	\$0.00	\$0.00
15	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	\$8,252.06	\$2,621.25	\$39,318.75
15	CON-SNT-C9200L4X	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	\$611.00	\$539.12	\$8,086.80
15	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	\$0.00	\$0.00	\$0.00
15	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$1,324.59	\$545.42	\$8,181.30
15	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	\$0.00	\$0.00	\$0.00
15	CAB-TA-NA		\$0.00	\$0.00	\$0.00

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC") and the Purchase Terms and Conditions ("PTC") located at <https://www.cspire.com/business>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than sixty (60) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.
By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Customer Signature: _____ Date: _____



OFFICE
EQUIPMENT
COMPANY, INC.

Visit us at www.oecullman.com

Serving North Alabama Since 1946

209 3RD STREET SE • CULLMAN, ALABAMA 35055-3521 • PHONE (256) 734-1900 • FAX (256) 737-1038

August 28, 2025

Cullman County Revenue Commissioner Office
Attn: Darla West

Your State discount off Indiana Furniture is 48.8% off retail.

PLEASE NOTE: On your purchase order, please note that you will be purchasing this furniture from Indiana Furniture (vendor); the address is as follows:

Vendor:

Indiana Furniture - State of Alabama Contract order
Contract Number - MA2220000002803
c/o Office Equipment Company, Inc.
P.O. Box 270
Jasper, IN 47547-0270

ShipTo:

Office Equipment Company, Inc.
209 Third Street SE
Cullman, AL 35055
(256)- 734-1900
Attn: Jo Kreps or Rickey Kreps

The State of Alabama Quote on the Canvas Laminate Series by Indiana Furniture is as follows:

1 ea. IND68-3672BRPS-___ Desk, 72 X 36, bow top, stepped front, right ped w/b/b/f,
Retail: \$3,069.00 / State Contract Price: \$1,571.33

1 ea. IND68-3672BLPS___ Desk, 72X36, bow top, stepped front, left ped w/b/b/f,
Retail:\$3,069.00 / State Contract Price: \$1,571.33

2 ea. IND66-2448UF___ Bridge, w/full modesty, 24X48.
Retail: \$721.00 / State Contract Price: \$ 369.16 X 2 ea. = \$738.32

1 ea. IND68-2472RC___ Credenza, Single ped w/f/f, right,
Retail: \$1,993.00 / State Contract Price: \$1,020.42

1 ea. IND68-2472LC2___ Credenza, Single Ped w/f/f/, Left,
Retail: \$1,993.00 / State Contract Price : \$1,020.42

2 ea. IND66-1572HU___ Hutch, w/4 solid laminate doors,
Retail:\$2,064.00 / State Contract Price: \$1,056.77 X 2 ea. = \$2,113.54

2 ea. IND66-2472WD1L Wardrobe w/doors- 2, coat rod, door pull, Shelves, Ped w/ b/b/f,
Retail: \$3096.00 / State Contract Price: \$1585.16 X 2 ea.= \$3,170.32

Total Retail State of Alabama |Contract : \$21,886.00

Total Net State of Alabama Contract: \$11,205.68

Thank you for the opportunity to provide this quote.

Sincerely,

A handwritten signature in cursive script, reading "Jo Kreps".

Jo Kreps

Furniture Sales Manager

Office Equipment Company, Inc.

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 Pax: 256-796-7039

August 4, 2025

Proposed considerations for the upcoming Commission meeting on September 23, 2025.

- Proposed preliminary plat Denson Farms Subdivision. A minor subdivision containing 2 Lots in Commission District 3. The subdivision is located at 3162 County Road 730, one mile South of Hwy 278 at the intersection of County Road 741.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

GULMAN County Date 7.21.2025

Subdivision Name DENSON FARMS

Location 3162 COUNTY ROAD 730 GULMAN, AL 35055

No. Proposed Lots 2

Type: ☐ Major ☒ Minor

Total acres 1.75

Total Length Proposed Road(s) N/A

Owner(s)/Developer(s) SPARTAN INVEST, LLC.

Mailing Address 2015 3RD AVEN

Phone # 205 202-4118

Fax # _____

BIRMINGHAM, AL 35203

Email CVINES@spartaninvest.com

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his/her designee.



7.21.2025

NORTHWEST 1/4 OF THE NORTHEAST 1/4
SECTION 23, TOWNSHIP 10 SOUTH, RANGE 2 WEST,
CULLMAN COUNTY, ALABAMA



Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

David B. Entreson, Reg. U.S. 600345



115

1. The undersigned, as Notary Public in and for said County in said State, hereby certify that David B. February, whose name is signed to the foregoing Certificate No. 1 and 5 above, when he signed to the said Certificate before me, on this date that said individual is the executor of the

My commission expires: _____

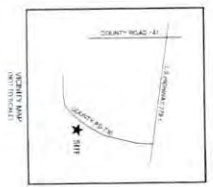
of Secretary Brownell (U.C. memo) who is known to me, acknowledged before me, on this date, that after

My presentation address: _____

[illegible]

NOTES

1. North is now listed on the GDS identifiers using the ALDO CODE values.
2. Coal sector and residential are exceptions for emitting a higher share of nitrogen oxides.
3. The first priority is located in the old zone A, the second in the label industrial business Area West (Pavimentación 01500020218 - dated May 24, 2011).

[illegible]COLLECTED BY THE COOPERATION
UTILITY FUNDAMENTAL

	Unit
Cash	\$
Accounts receivable	\$
Inventory	\$
Prepaid expenses	\$
Property, plant, and equipment	\$
Accumulated depreciation	\$
Accounts payable	\$
Long-term debt	\$
Equity	\$
Retained earnings	\$
Common stock	\$
Preferred stock	\$
Dividends	\$
Income tax expense	\$
Interest expense	\$
Depreciation expense	\$
Selling expenses	\$
Administrative expenses	\$
Cost of goods sold	\$
Net income	\$
Net loss	\$
Operating profit	\$
Operating loss	\$
Profit before taxes	\$
Tax expense	\$
Profit after taxes	\$
Loss after taxes	\$
Operating cash flow	\$
Investing cash flow	\$
Financing cash flow	\$
Free cash flow	\$
Capital expenditures	\$
Debt repayments	\$
Dividend payments	\$
Share repurchases	\$
Issuance of new shares	\$
Issuance of new debt	\$
Redemption of old debt	\$
Change in working capital	\$
Change in non-current assets	\$
Change in current liabilities	\$
Change in equity	\$
Change in retained earnings	\$
Change in common stock	\$
Change in preferred stock	\$
Change in dividends	\$
Change in income tax expense	\$
Change in interest expense	\$
Change in depreciation expense	\$
Change in selling expenses	\$
Change in administrative expenses	\$
Change in cost of goods sold	\$
Change in net income	\$
Change in net loss	\$
Change in operating profit	\$
Change in operating loss	\$
Change in profit before taxes	\$
Change in tax expense	\$
Change in profit after taxes	\$
Change in loss after taxes	\$
Change in operating cash flow	\$
Change in investing cash flow	\$
Change in financing cash flow	\$
Change in free cash flow	\$
Change in capital expenditures	\$
Change in debt repayments	\$
Change in dividend payments	\$
Change in share repurchases	\$
Change in issuance of new shares	\$
Change in issuance of new debt	\$
Change in redemption of old debt	\$
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Change in change in current liabilities	\$
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Change in change in retained earnings	\$
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Change in change in preferred stock	\$
Change in change in dividends	\$
Change in change in income tax expense	\$
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Change in change in administrative expenses	\$
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Change in change in change in change in change in retained earnings	\$
Change in change in change in change in change in common stock	\$
Change in change in change in change in change in preferred stock	\$
Change in change in change in change in change in dividends	\$
Change in change in change in change in change	

STATE OF ALABAMA

California County F. 911
Adjunctive to Director
Date

I am undersigned as County Engineer for Calaveras County, California, hereby certify the proposed plan for this land shown was approved by the County Commission and complies with current requirements for a minor subdivision. This signature remains valid for one year from the date of this

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 Pax: 256-796-7039

September 10, 2025

Proposed considerations for upcoming Commission meeting on September 23, 2025.

- Proposed preliminary plat Resubdivide of lots 1 and 2 of Piney Ridge Subdivision. A minor subdivision containing 3 Lots in Commission District 4. The subdivision is located on corner of County Road 59 and Hwy 69 South a half mile West of Stoney Lonesome RV Park.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

_____ County Date 4-22-25

Subdivision Name Reubensville Piney Ridge

Location _____

No. Proposed Lots 3

Type: ☐ Major ☒ Minor

Total acres 11 Acres

Total Length Proposed Road(s) _____

Owner(s)/Developer(s) Joe Guberson

Mailing Address 20540

Phone # 205 331 7121

Fax # _____

205 Hwy 31 Vinemont AL
35779

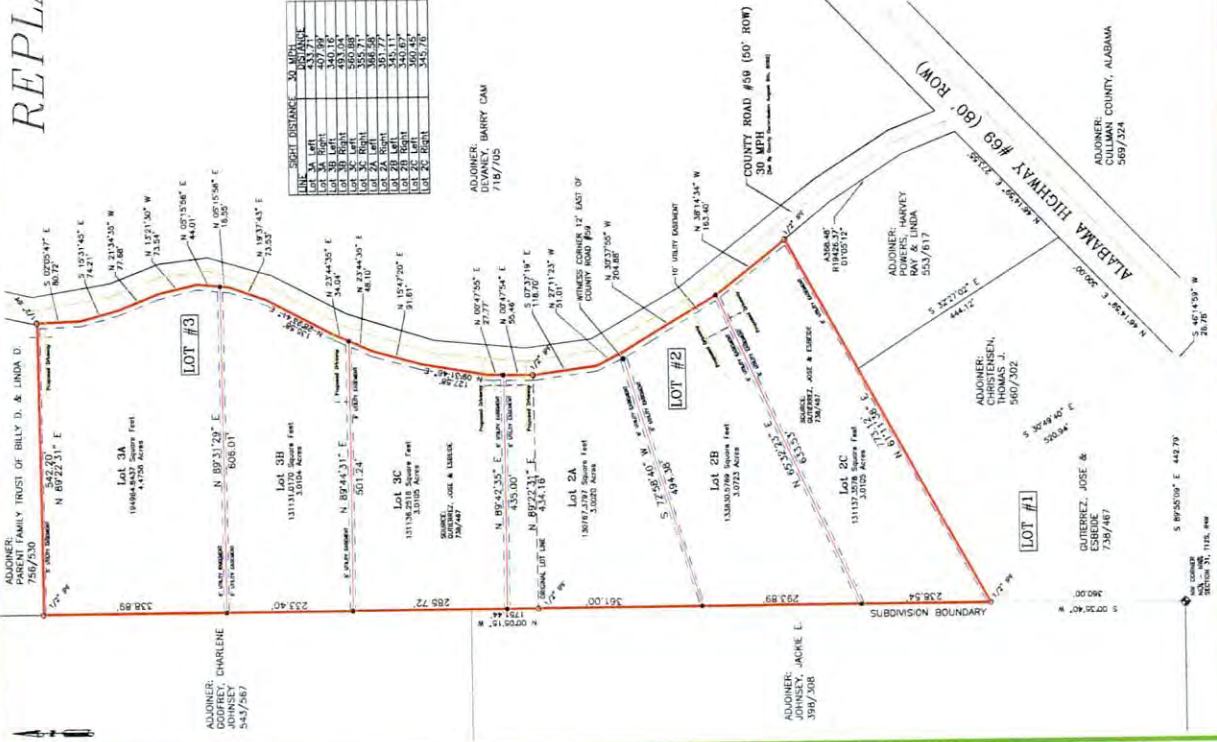
Email JoeGuberson@yahoo.com

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his/her designee.

Joe Guberson
Owner(s)/Developer(s) Signature

4-22-25
Date

REPLAT OF LOTS 2 & 3, PINEY RIDGE SUBDIVISION Cullman County, Alabama Section 30, T12S, R4W



CERTIFICATION OF SURVEYOR
I, Lee Y. Greene, Jr., a Licensed Professional Engineer and Land Surveyor of Holtzville, Alabama, hereby certify that I have surveyed the property of Jose Gutierrez, lying in Cullman County, Alabama, and that the same has been duly recorded in the Public Records of said County, Alabama, in accordance with the requirements of the Standards of Practice for land surveying in the State of Alabama.

Lots 2 & 3, Piney Ridge Subdivision, as shown by map or plat of said subdivision recorded in the Public Records of Cullman County, Alabama, in Book 2008-0, Page 19, and that the plat or map contained herein is a true and correct map showing the subdivision of said lots and the number and bearing of the streets, alleys, easements, and public grounds and giving the bearing and length, width, and name of each street, alley, easement, and public ground and said map further shows the relationship of the land plotted to the Government survey.

Witness my hand this the _____ day of _____

2008-0-5, _____

Surveyor

All indicated roads in this subdivision have been assigned number(s) or name(s) E-911. The Cullman County E-911 Board of Commissioners hereby certifies that this action has been completed.

Cullman County E-911 Administrative Director

16-0-11 EASEMENT
This subdivision meets the approval of the Cullman County Health Department subject to certain conditions of approval and/or lot decisions on file with said Health Department which conditions are made a part of this approval as if set out herein.

Cullman County Health Officer

CULLMAN ELECTRIC
This subdivision is authorized by the Cullman Electric Cooperative, is hereby granted 15 feet in width for the provisions of underground utility service serving the property and a 10 foot wide utility easement along all lot lines and streets/county roads, said easement being 5 feet on each side of the lot lines, also the Cooperative may exceed these limits as necessary within the subdivision to avoid trees and steep grades.

Superintendent of Field Services

Cullman Electric

CULLMAN WATER DEPARTMENT
Cullman County Water Department hereby accepts this subdivision into its water service system.

Representative

Cullman County Water Department

State of Alabama

Cullman County

Certification of County Engineer

I, the undersigned County Engineer for Cullman County, Alabama, hereby certify the proposed plat for this subdivision was approved by the County Commission and complies with current requirements for a minor subdivision. The signature hereto does not guarantee the accuracy of the survey.

Cullman Engineer

Probate Judge
State of Alabama
County of Cullman
I hereby certify that this plat or map was filed in this office for record on this _____ day _____ O'clock _____ M. and recorded in the Book of Plats and Maps, Book No. _____ Page _____ This the _____ day of _____ Dollars.

Cullman County, AL Probate Judge

NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF _____

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JOSE GUTIERREZ, WHOSE NAME AS OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, AND WHOSE SIGNATURE IS KNOWN TO ME, HAS BEEN DULY AUTHORIZED BY THE FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATION OF OWNERSHIP AND DEDICATION (Individual)
I, Jose Gutierrez, hereby certify that I am the owner of the property shown and plotted hereon and further adopt this plan of subdivision for the purpose of dedicating the same to the public, parks, easements, and other public space as noted to the public.

Jose Gutierrez

Date _____

Year	Area	Volume	Page
2001	8/14/25	100-2	100-2
2002	8/14/25	100-2	100-2
2003	8/14/25	100-2	100-2
2004	8/14/25	100-2	100-2
2005	8/14/25	100-2	100-2
2006	8/14/25	100-2	100-2
2007	8/14/25	100-2	100-2
2008	8/14/25	100-2	100-2
2009	8/14/25	100-2	100-2
2010	8/14/25	100-2	100-2
2011	8/14/25	100-2	100-2
2012	8/14/25	100-2	100-2
2013	8/14/25	100-2	100-2
2014	8/14/25	100-2	100-2
2015	8/14/25	100-2	100-2
2016	8/14/25	100-2	100-2
2017	8/14/25	100-2	100-2
2018	8/14/25	100-2	100-2
2019	8/14/25	100-2	100-2
2020	8/14/25	100-2	100-2
2021	8/14/25	100-2	100-2
2022	8/14/25	100-2	100-2
2023	8/14/25	100-2	100-2
2024	8/14/25	100-2	100-2
2025	8/14/25	100-2	100-2

REPLAT OF LOTS 2 & 3, PINEY RIDGE
SUBDIVISION

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Jose Gutierrez, Owner
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

Cullman County, Alabama
Section 30, T12S, R4W
Deed 730, Page 467
Scale: 1" = 80'
Drawn By: LYG-2
Computer File No: 230508000g
Sheet 1 of 1

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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 350583
Phone: 256-796-1336 Fax: 256-796-7039

September 10, 2025

Proposed considerations for upcoming Commission meeting on September 23, 2025.

- Consider extension of existing bond in the amount of \$127,195.20 for Kingfisher Subdivision Phase 1C, located in Commission District 1 on the corner of Hwy 278 and County Road 1616.

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 350583
Phone: 256-796-1336 Fax: 256-796-7039

Proposed considerations for the upcoming Commission meeting on September 23, 2025.

- Request for a temporary variance from Subdivision Regulations requiring all cul-da-sacs to be paved. This request is to allow for gravel cul-da-sacs at the end of CR 1703 and CR 1707 as these cul-da-sacs will be removed and streets will provide continued service to future phases within the subdivision.

CONTINUATION
CERTIFICATE

Pennsylvania Insurance Company

, Surety upon

a certain Bond No. **SBP150680_003**

dated effective August 23, 2023
(MONTH-DAY-YEAR)

on behalf of RAM – Kingfisher Subdivision Partners, LLC
(PRINCIPAL)

and in favor of Cullman County
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on August 23, 2025
(MONTH-DAY-YEAR)

and ending on August 23, 2026
(MONTH-DAY-YEAR)

Amount of bond One Hundred Twenty Seven Thousand One Hundred Ninety Five and 20/100 Dollars (\$127,195.20)

Description of bond Subdivision Performance Bond

Premium: \$3,498.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 08/20/2025
(MONTH-DAY-YEAR)
Pennsylvania Insurance Company
P.O. Box 3646, Omaha, NE 68103 - 0646

By 
Attorney-in-Fact Richard H. Mitchell

McGriff Insurance Services, LLC
Agent
2000 International Park Drive, Suite 600, Birmingham, AL 35243
Address of Agent
(205) 252-9871
Telephone Number of Agent

**Cullman County
Engineering Department
c/o Fred Speake**

via email: fspeake@co.cullman.al.us

To whom it may concern:

This letter is to request a temporary variance from the subdivision regulations for the Kingfisher Farms development located on US Hwy. 278 in Cullman County, AL. The requested variance is to allow gravel cul-de-sacs at the end of CR 1703 and CR 1707 as these cul-de-sacs will eventually be removed and streets will be continued to service an additional phase within the subdivision.

Should you have any questions, please feel free to contact me at sam@retailspecialists.com or 205-313-3676.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sam Johnson", with a long horizontal flourish extending to the right.

Sam Johnson





Temporary
cul-da-sac

Temporary
cul-da-sac

Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

September 23, 2025

Cullman County Commission
500 2nd Ave SW Room 105
Cullman, AL 35055

Re: BID NO. 1464

Alabama Park Models
PO Box 94
Lynn, Alabama 35575

Dear Sirs: The intent of this letter is to extend Bid No. 1464, for one or more Manufactured Park Model Cabins for Parks and Recreation, awarded to your company at the current bid price and specifications for one year. All terms and specifications of the original bid remain in effect.

Jeff Clemons
Chairman of Cullman County Commission

Accepted by: _____

Dated: ____/____/____

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, September 9, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for cold laid plant mix for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities and entities located within Cullman County. Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, City of Cullman, Town of Berlin, and the Cullman County Commission on Education. Each participating governmental entity will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

The Cullman County Commission is aware wholesale costs of asphalt can fluctuate significantly during the bid period. Consequently, the price per ton for Cold Laid Plant Mix on each order will be adjusted up or down based on the Alabama Department of Transportation's "Asphalt Index" as shown in ALDOT's "2008 Standard Specifications for Highway Construction" Section 109.03(e). This index may be found on the internet at www.dot.state.us under Construction Bureau.

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

\$90.00 Bid Price (per ton)

JASPER, AL Plant Location (37 MILES)

Name of Bidder: ADVANCED ASPHALT PRODUCTS

Address: 25601 HWY 69

JASPER, AL 35504

Telephone/Fax: (205) 382-1762

Signature: Billy Ashby (BILLY ASHBY)

Title: OFFICE MANAGER

High Performance Cold Mix Specification

DESCRIPTION

The following specifications are for a high performance cold mix to be used in repairing potholes and utility cut repairs on both asphalt and concrete pavements. The aggregate and bituminous material will be mixed by using a hot mix plant or pugmill.

MATERIALS

Aggregate

The aggregate shall be crushed stone, crushed gravel, coarse sand and/or combination thereof and shall meet the following requirements:

Sieve	% Passing (#8)	% Passing (#89)
3/8"	100	90 - 100
#4	85 - 100	20 - 55
#8	10 - 40	5 - 30
#16	0 - 10	0 - 10
#50	0 - 5	0 - 5
#200	0 - 2.5	0 - 2.5
ASTM C 88	Soundness Loss	12.0% max
ASTM C 131	Los Angeles Abrasion	40.0% max
ASTM C 127-28	Absorption	3.0% max
ASTM C 127-28	Specific Gravity	2.45 - 2.85
ASTM C 123	Soft Aggregates	3.0% max
ASTM C 117	Minus 200 Sieve Wash	2.5% max

Bituminous Material

The modified bituminous material shall meet the following requirements:

Tests on Emulsion

AASHTO T59	Viscosity, Saybolt Furol, 122°F, sec	400 min
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Tests on Residue

AASHTO T59	Residue by distillation, % by weight	80 min
AASHTO 59	Oil Distillate by volume, %	2 min
AASHTO 59	Water Distillate by volume, %	6 min

PREPARATION OF MIXTURE

The mixture shall consist of an aggregate and a bituminous material combined in a plant mixer or pugmill. The preferred mixture shall be:

Asphalt	5.0% - 6.5 %
Aggregate	95% - 93.5%

The finished mix will not exceed 180 F when produced either through a hot mix plant or pugmill.

TESTING OF MIXTURE

The high performance cold mix shall meet the following requirements:

ASTM D 2489	Coating	95% min
Visual	Stripping in distilled water ¹	5% max

¹Place a suitable size test sample of finished mixed material in a glass jar or beaker and cover with distilled water, and fitted with a tight cover. The contents shall be allowed to sit for a period of 24 hours at normal laboratory temperatures and then agitated for a period of 60 seconds. Pour excess water from beaker or jar and remove sample to surface after which it will be visually examined for stripping of the bituminous material from the aggregate.

TRANSPORT OF MATERIAL

Cold Mix shall be picked up at the plant designated in the bid.

AWARD OF BID

It is the intent of Cullman County to choose the material supplier that meets the above specifications and offers the lowest composite advantage based on price and location. This determination is intended to account for the Cold Mix and the cost of hauling the material.

Bid is effective for one year from date of the bid award. Bid may be extended up to three years in one year increments if mutually agreeable by the Cullman County Commission and the successful bidder.

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

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

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

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

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

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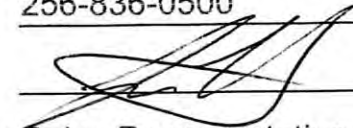
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\$90

Bid Price (per ton)

Summit Asphalt
2335 Hinds Rd.Blountsville, AL 35031 Plant LocationName of Bidder: Vulcan Materials Co.Address: 1200 Urban Center DriveBirmingham, AL 35242Telephone/Fax: 256-836-0500Signature:  Jonathan D. LightTitle: Sales Representative

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Jeff Clemons
Chairman

Kerry Watson
Commissioner, District 1

Garry Marchman
Commissioner, District 2



Kelly Duke
Commissioner, District 3

Corey Freeman
Commissioner, District 4

John Bullard
County Administrator

September 23, 2025

Cullman County Commission
500 2nd Ave SW Room 105
Cullman, AL 35055

Re: BID NO. 1464

Alabama Park Models
PO Box 94
Lynn, Alabama 35575

Dear Sirs: The intent of this letter is to extend Bid No. 1464, for one or more Manufactured Park Model Cabins for Parks and Recreation, awarded to your company at the current bid price and specifications for one year. All terms and specifications of the original bid remain in effect.

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Jeff Clemons
Chairman of Cullman County Commission

Accepted by: _____

Dated: 9 / 23 / 25