



CULLMAN COUNTY
COMMISSION
PROCLAMATION



Alabama Historic Ryan's Creek Cemetery

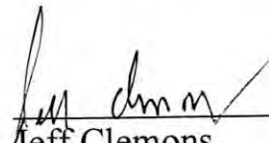
WHEREAS, Ryan's Creek Cemetery is located at 24849 County Road 222; and

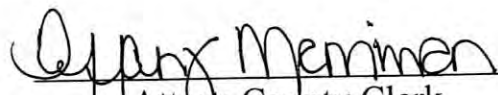
WHEREAS, The Alabama Historical Commission listed Ryan's Creek Cemetery in the Historic Cemetery Register; and

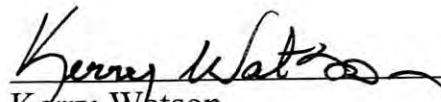
WHEREAS, the Cullman County Commission hereby recognizes Ryan's Creek Cemetery as an Alabama Historic Cemetery;

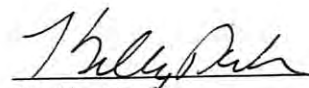
NOW THEREFORE, BE IT RESOLVED, that the Cullman County Commission recognizes the importance of the recognition and preservation of the Ryan's Creek Cemetery;

IN WITNESS WHEREOF, I have hereunto set my hand and caused Seal of Culman County affixed this the **21st** day of April **2026**.

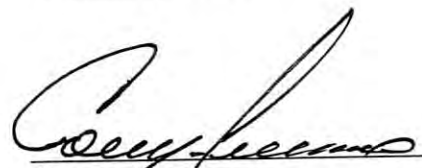

Jeff Clemons,
Chairman


Attest: County Clerk


Kerry Watson,
Commissioner


Kelly Duke,
Commissioner


Garry Marchman,
Commissioner


Corey Freeman,
Commissioner



CULLMAN COUNTY
COMMISSION
PROCLAMATION



Alabama Historic Good Hope Baptist Church Cemetery

WHEREAS, Good Hope Baptist Church Cemetery is located at 90 Good Hope School Road; and

WHEREAS, The Alabama Historical Commission listed Good Hope Baptist Church Cemetery in the Historic Cemetery Register; and

WHEREAS, the Cullman County Commission hereby recognizes Good Hope Baptist Church Cemetery as an Alabama Historic Cemetery;

NOW THEREFORE, BE IT RESOLVED, that the Cullman County Commission recognizes the importance of the recognition and preservation of the Good Hope Baptist Church Cemetery;

IN WITNESS WHEREOF, I have hereunto set my hand and caused Seal of Cullman County affixed this the **21st** day of April **2026**.

Jeff Clemons,
Chairman

Attest: County Clerk

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

February 12, 2026

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

**RE: Ryans Creek Cemetery, 24849 CR-222, Bremen / Brushy Pond, Cullman County, Alabama
Good Hope Baptist Church Cemetery, 90 Good Hope School Road, Good Hope, Cullman County,
Alabama**

Dear Friends:

The Alabama Historical Commission is pleased to inform you that the above referenced cemeteries in Cullman County have been favorably reviewed and are now listed in the Alabama Historic Cemetery Register.

The Alabama Historic Cemetery Register is a prestigious listing of historic cemeteries in Alabama. These selected cemeteries are worthy of both recognition and preservation. Listing on the state cemetery register is an honorary designation.

For your information, there are now ten cemeteries in Cullman County listed on the Alabama Historic Cemetery Register, which features 1,214 cemeteries statewide.

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Leanne Waller-Trupp
Coordinator, Historical Marker and Cemetery Programs
334.230.2653
Leanne.Trupp@ahc.alabama.gov



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

February 12, 2026

Cullman County Commission
500 Second Avenue SW
Cullman, Alabama 35055

**RE: Ryans Creek Cemetery, 24849 CR-222, Bremen / Brushy Pond, Cullman County, Alabama
Good Hope Baptist Church Cemetery, 90 Good Hope School Road, Good Hope, Cullman County,
Alabama**

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The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Leanne Waller-Trupp
Coordinator, Historical Marker and Cemetery Programs
334.230.2653
Leanne.Trupp@ahc.alabama.gov

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

**Project No. STPAA-2226()
CPMS Ref# 100081929**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing and traffic stripe on CR-222 from CR-209 to CR-359 (Livingston Chapel Church); Project# STPAA-2226(); CPMS Ref# 100081929.

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

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. State Federal Aid funds will be limited to \$800,000.00 for this project. Any overrun in project costs will be borne by the County from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA Funds	\$ 800,000.00
County Funds	\$ 200,000.00

TOTAL (Incl CE&I & Indirect Cost)	\$ 1,000,000.00

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

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

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a

project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

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

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

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

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

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

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

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

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for

payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

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

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

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

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

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the

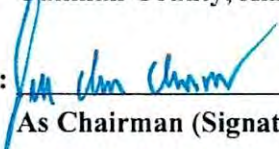
Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

Cullman County, Alabama

ATTEST:

By: 

As Chairman (Signature)

Jeff "Clem" Clemons

Print Name of Chairman

By: 

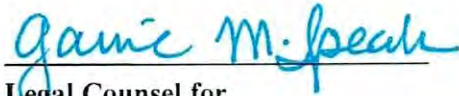
Clerk (Signature)

Tiffany Memiman

Print Name of Clerk

(AFFIX SEAL)

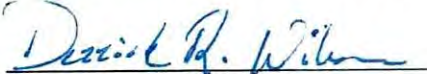
This contract has been legally reviewed and approved as to form.

By: 

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:



Derrick R. Wilson, P.E.

North Region Engineer



Bradley B. Lindsey, P.E.

State Local Transportation Engineer



Edward N. Austin, P. E.

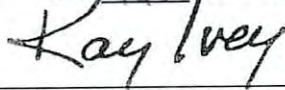
Chief Engineer

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



John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS 16th DAY OF June, 2026.



KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2026-25

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

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

Resurfacing and traffic stripe on CR-222 from CR-209 to CR-359 (Livingston Chapel Church); Project# STPAA-2226(); CPMS Ref# 100081929.

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

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

I, the undersigned qualified and acting Clerk of Cullman County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Dyann Merriman
County Clerk

Jim Chm
Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 24th day of April, 2026.

Dyann Merriman
County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT E

TERMINATION OR ABANDONMENT

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

EXHIBIT H

Page 3

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

e. Sanctions for Noncompliance

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

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

f. Incorporation of Provisions

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

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

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

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

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

EXHIBIT H

Page 5

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

COUNTYS' CERTIFICATIONS

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,

U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

NON-APPROPRIATION AND PRORATION

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the COUNTY shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the COUNTY is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the COUNTY shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

NO CONFLICT WITH APPLICABLE LAW

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

ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this AGREEMENT which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

RESOLUTION NO. - 2026-17

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 1658 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

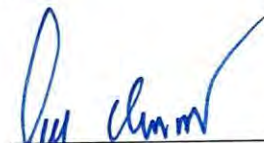
THEREFORE RESOLVED, that the proper maximum speed for County Road 1658 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour on County Road 1658;

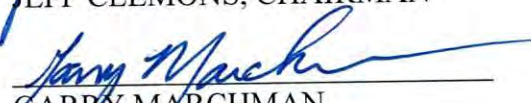
IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 21st day of April 2026.

ATTEST:

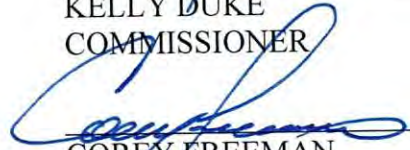

COUNTY CLERK


JEFF CLEMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER


KERRY WATSON
COMMISSIONER


KELLY DUKE
COMMISSIONER


COREY FREEMAN
COMMISSIONER

RESOLUTION NO. - 2026-18

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 546 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

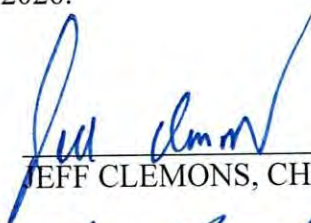
THEREFORE RESOLVED, that the proper maximum speed for County Road 546 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour on County Road 546;

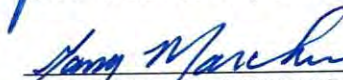
IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 21st day of April 2026.

ATTEST:

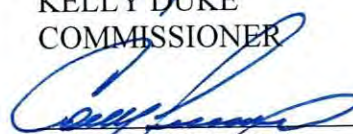

COUNTY CLERK


JEFF CLEMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER


KERRY WATSON
COMMISSIONER


KELLY DUKE
COMMISSIONER


COREY FREEMAN
COMMISSIONER



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

RESOLUTION

WHEREAS, Cullman County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending Dec. 31, 2026; and

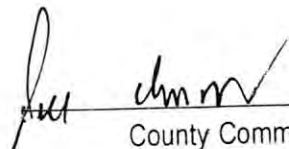
WHEREAS, the County's participation in the Liability Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Liability Fund continues to be in the best interest of Cullman County and its officials and employees; and

WHEREAS, Cullman County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning Jan. 1, 2027 and concluding Dec. 31, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Cullman County Commission that it renews its participation in the Liability Fund for calendar years 2027 through 2029 and hereby directs its Chair to immediately execute the 2027-2029 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 6 day of APRIL 2026.



County Commission Chairperson



PARTICIPATION AGREEMENT

**Association of County Commissions of Alabama
Liability Self-Insurance Fund, Inc.**

Participant: Cullman County Commission
ACCA LSIF-PA 2027

1. **Term of Contract**

Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2027 (whichever date is later), and ending at 12:01 a.m. January 1, 2030.

2. **First Year Contribution/Premium**

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. **Subsequent Contribution/Premium Experience Rating**

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. **Contribution/Premium Payment**

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. **Reporting of Claims**

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. **Cooperation with Risk Management Recommendations**

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. **Liability Coordinator**

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. **Claims and Legal Counsel**

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by the Fund. If a

PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board - the Board of Trustees of the Liability Fund.
- B. Fund Year - January 1 through December 31.
- C. Service Company - Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents - the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred But Not Reported (IBNR) - an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim - a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant - one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board.

The Participant's Liability Coordinator, as noted in Item 7 - Page 2, is as follows:

NAME: Delitha Marchman
(Please Print)

TITLE: Safety Director

ADDRESS: 500 2nd Ave SW

CITY: Cullman ZIP: 35055

TELEPHONE: (256) 775-4878

EMAIL: dmarchman@co.cullman.al.us

NOTE: Please return this signed Participation Agreement in its entirety to the ACCA LSIF, P.O. Box 5040, Montgomery, AL 36103-5040. An executed copy will be sent to the Liability Coordinator named above.

personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. **Legal Defense and Cooperation**

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. **Fund Experience**

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. **Assessments**

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

12. **Assets of the Fund**

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. **Refunds, Dividends and Other Distributions**

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund as of the effective date of such refund, dividend or distribution.

14. **Withdrawal by Participant from the Fund**

a. **Withdrawal at End of Contract**

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. **Withdrawal During a Contract Commitment**

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. **Limitation or Cancellation of Coverage by the Fund**

a. **Non-payment of Contribution/Premium**

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. **Any Other Reason**

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. **Inspections and Surveys**

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. **Waiver of Uninsured Motorist Coverage**

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. **Agreement to Abide by the Bylaws**

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. **Audit**

The Fund agrees that all Fund transactions will be annually audited by a certified professional accounting firm.

20. **Actuarial Valuation**

The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. **Nonwaiver of Rights, Immunities and Defenses**

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. **No Independent Interest in the Fund**

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. **Nature of Fund**

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code § 11-30-1, et seq., as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the 10 day of April, 2026.

FUND:

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

By

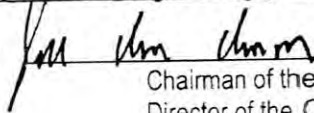


ACCA LSIF Representative

PARTICIPANT:

By

Jeff "Clem" Clemmons



Chairman of the County Commission or
Director of the County Entity

RESOLUTION 2026-21
FOR THE REALLOCATION AND EXPENDITURE OF AMERICAN RESCUE PLAN
ACT FUNDS FOR GOVERNMENT SERVICES

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

WHEREAS, ARPA enumerated uses funds may be used for certain water and sewer infrastructure projects; and

WHEREAS, the Cullman County Commission (the "Commission") has identified, with assistance from an independent consultant, an eligible water infrastructure project at the Trade Tank Pump Station, ("the Trade Tank Project"); and

WHEREAS, consistent with guidance from Goodwyn Mills and Cawood, the engineering firm engaged to provide design services for the Trade Tank Pump Station project, the Commission allocated \$341,057.53 of it ARPA enumerated uses funds to support both design and material costs relating to this project, which was obligated by way of contract and/or purchase order prior to December 31, 2024; and

WHEREAS, during the construction of the project, it was discovered that the materials needed for the Trade Tank Pump Station Project came in under budget, leaving an excess of \$169,836.31 of ARPA enumerated uses funds; and

WHEREAS, the U.S. Department of the Treasury released the updated guidance on the reobligation of ARPA funds. If a project funded by the ARPA was obligated prior to the December 31, 2024, but ultimately was not expended for that project resulting in excess funds, the remaining funds can be reallocated to other eligible projects that were obligated by the December 31, 2024, reporting deadline; and

WHEREAS, the Commission has determined that it is in the best interest of the County to reallocate these to another eligible water project consistent with ARPA requirements; and

WHEREAS, the Commission, with assistance from an independent consultant, has identified another eligible water infrastructure project on County Road 565 ("County Road 565 Project"), of which purchase orders were issued prior to December 31, 2024, for the purchase of pipe to support this project; and

WHEREAS, the County has determined that reimbursing the General Fund to cover operational costs, including the purchase of pipe used by the County Engineer Department to support the County Road 565 Project, during the ARPA period of performance is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services.

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

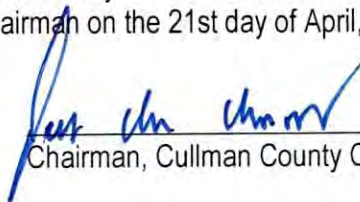
- 1) The County shall reallocate all excess ARPA funds to reimburse the County for costs associated with the purchase of pipe to support the County Road 565 Project.

2) The County Administrator is hereby authorized to expend these funds to support the provision of these services.

3) The ARPA Program Director is charged with ensuring that ARPA funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 21st day of April, 2026.


Chairman, Cullman County Commission

RESOLUTION 2026-22
**AUTHORIZING PARTICIPATION IN THE ALABAMA INTER-
LOCAL MUTUAL AID AGREEMENT**

WHEREAS, Act of Alabama 2025-206 amended the Code of Alabama 1975, §§31-9-9 and §31-9-11 to expand the scope wherein local jurisdictions may provide reciprocal aid and assistance to other public or private agencies in the State of Alabama pursuant to a mutual aid agreement; and

WHEREAS, Act of Alabama 2025-206 grants the authority to the governing body of each local jurisdiction to develop mutual aid agreements with other public and private agencies within this state for mutual aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state, and it further provides that employees of political subdivisions have the same powers and immunities when they act outside of the political subdivision pursuant to a mutual aid agreement; and

WHEREAS, each Entity desiring to participate in the Alabama Inter-Local Mutual Aid Agreement is required to adopt a resolution, signifying its desire to participate and its agreement to the terms and conditions of participation;

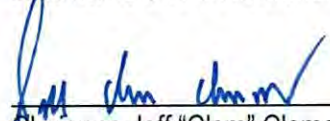
NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission enters into the Alabama Inter-Local Mutual Aid Agreement with all other participating Entities and agrees to all terms and conditions set out therein.

BE IT FURTHER RESOLVED that the Cullman County Commission designates EMA Director as its representative and administrator, and as such, grants them the authority to carry out all duties as outlined in the Alabama Inter-Local Mutual Aid Agreement.

BE IT FURTHER RESOLVED that the Chairman of the Cullman County Commission is hereby granted authority to execute all documents required for participation in the Alabama Inter-Local Mutual Aid Agreement.

BE IT FURTHER RESOLVED that a copy of this resolution and the executed Alabama Inter-Local Mutual Aid Agreement be immediately forwarded to the Alabama Association of Emergency Managers and the State of Alabama Emergency Management Agency.

IN WITNESS WHEREOF, the Cullman County Commission has caused this Resolution to be executed in its name and on its behalf on this 21st day of April 2026.



Chairman Jeff "Clem" Clemons
Cullman County Commission



Attest

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned Counties or Municipalities (hereinafter referred to as "County," or "Counties", "Municipality" or Municipalities" or, collectively, "local jurisdictions") to enable them to provide and receive reciprocal aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.

WHEREAS, Counties and Municipalities have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage reciprocal aid and assistance among the Counties and Municipalities; and

WHEREAS, a County or Municipality who has executed this Omnibus Agreement may need aid and assistance in the form of equipment, materials and supplies, property, and personnel or other support; and

WHEREAS, each County or Municipality may own and maintain equipment, materials and supplies, and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its equipment, materials and supplies, and personnel to other Counties and/or Municipalities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned County or Municipality agrees as follows:

Article I – APPLICABILITY

This Omnibus Agreement is available for execution by all Counties and Municipalities in the State of Alabama. Execution of the Omnibus Agreement by a County or Municipality will occur when the County or Municipality signs an identical version of this Omnibus Agreement.

Article II – DEFINITIONS

- A. Aid and Assistance means equipment, materials and supplies, and personnel offered in response to a Disaster too great to be dealt with unassisted, or to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.
- B. Assistance Costs means the costs associated with providing aid and assistance, and includes costs for equipment, materials, supplies, and personnel. For loaned equipment and personnel, assistance costs are those incurred by the Assisting Entity in providing any asset requested. Further agreements regarding Assistance Costs appear in Articles X, XI and XII, which address loans of equipment, materials and supplies, and personnel, respectively.
- C. Assisting Entity means a County or Municipality that has agreed to deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.

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Omnibus Agreement

- D. County means a political subdivision and includes all functions or departments of county government that provide aid and assistance including, but not limited to, public safety services.
- E. Emergency Management Director means the person(s) appointed by the County or Municipality to activate or respond to this Agreement on behalf of the County or Municipality.
- F. Emergency Contact Information Form means the form to be submitted by each County or Municipality that lists names, addresses, and 24-hour numbers for the Emergency Management Director or designees. The phone number of a dispatch office or other facility staffed 24 hours-a-day capable of contacting the Emergency Management Director or designee is also required.
- G. Entity means a County or Municipality that has agreed to receive aid and assistance from or deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.
- H. Event means any disaster too great to be dealt with unassisted, or any occurrence or situation which threatens or otherwise affects the public peace, health, and safety, or the lives and property of the people of the state.
- I. Local Jurisdiction means the governing body of each County or Municipality.
- J. Municipality means a political subdivision and includes all functions or departments of municipal government that provide aid and assistance including, but not limited to, public safety services.
- K. Omnibus Agreement or Agreement means this Inter-Local Mutual Aid Agreement, which includes identical agreements executed in counterparts binding the executing local jurisdictions to its terms and conditions to provide and receive aid and assistance. To be effective, this Omnibus Agreement must be fully executed by the governing body of each Participating Entity.
- L. Requesting Entity means a County or Municipality that has made a request of an Assisting Entity to deliver aid or assistance to another County or Municipality pursuant to the terms of this Agreement.
- M. Termination Date is the date upon which this Omnibus Agreement terminates pursuant to Articles V and XVI, which address terms and termination and modifications, respectively.

Article III – PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary as is the provision of aid and assistance. No County or Municipality will be liable to another County or Municipality or be in breach of or default under this Omnibus Agreement, on account of any delay in or failure to perform any obligation, except

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

to make payment as specified in this Omnibus Agreement. However, each County or Municipality that executes this Omnibus Agreement is expected, as applicable, to:

- A. Ensure that every other Entity is provided with the most current Emergency Contact Information Form in a timely manner; and
- B. Participate in scheduled meetings to coordinate operational and administrative issues to the maximum extent possible; and
- C. Participate in exercises intended to test and evaluate the operational and administrative procedures developed to implement this Omnibus Agreement.

Article IV – ROLES OF EMERGENCY MANAGEMENT DIRECTORS

- A. Each Entity agrees that its Emergency Management Director or designee will serve as its representative in any meeting to address the administration and implementation of this Omnibus Agreement.
- B. The Emergency Management Directors or designee of each Entity will together:
 - 1. Identify the Emergency Management Director or designee from one of the participating Entities to serve as the administrator of this Omnibus Agreement.
 - 2. Meet annually or more often as necessary to review this Omnibus Agreement, develop and maintain procedures for implementation and administration, and evaluate experiences from actual use of this Omnibus Agreement.
 - 3. Identify industry standard rates pursuant to Article X of this Omnibus Agreement, which addresses loans of equipment.
 - 4. Develop planning details associated with being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
- C. The Emergency Management Director or designee of each Entity will, to the extent reasonably possible:
 - 1. Participate in any meetings convened to address administration and implementation of this Omnibus Agreement.
 - 2. Ensure appropriate staff are informed of pertinent implementation and coordination decisions and procedures.
 - 3. Maintain a manual containing a master copy of this Omnibus Agreement (as amended or revised), a list of Entities, and a copy of each Emergency Contact Information Form.

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4. Provide the Emergency Management Director or designee of the participating Entities selected to serve as the administrator of this Omnibus Agreement with a copy of the Emergency Contact Information Form at the annual meeting of the Emergency Management Directors or whenever information in the form changes.
 5. Notify all participating Entities if any local jurisdiction terminates its participation in this Omnibus Agreement.
- D. The Emergency Management Director or designee of the Entity selected to serve as the administrator of this Omnibus Agreement will, to the extent reasonably possible:
1. Notify all participating Entities whenever a new local jurisdiction executes the Omnibus Agreement.
 2. Provide each participating Entity with a copy of the signature page of each newly executed Omnibus Agreement.
 3. Provide each participating Entity with a copy of any new or updated Emergency Contact Information Form submitted.
 4. Maintain and distribute checklists and other implementing procedures developed by the Emergency Management Director(s), or designee(s) to assist each participating Entity with the details of being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
 5. Organize and facilitate the annual meetings of the Emergency Management Director(s) or designees.
 6. Maintain a record of official documents associated with the development, adoption, implementation, and maintenance of this Omnibus Agreement including signed original agreements, Emergency Contact Information Forms, implementing procedures, and meeting agendas and minutes.
 7. It is recommended that local Emergency Management Directors and/or designees of each Entity in the local jurisdictions meet to discuss a plan for the coordination of resources and identify the strengths and weaknesses within their boundaries.

Article V – TERMS AND TERMINATION

- A. This Omnibus Agreement, which is the original agreement, is effective upon approval by the governing body of any local jurisdiction.
- B. A County or Municipality opting to terminate its participation in this Omnibus Agreement will provide notice by electronic mail to the County Emergency Management Director or designee of each participating Entity. Notice of termination becomes effective upon receipt of notice to terminate by the Emergency Management Director or designee. Any Entity

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terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI – PAYMENT FOR AID AND ASSISTANCE

- A. A Requesting Entity will receive an invoice from an Assisting Entity for all valid and invoiced costs associated with aid and assistance provided by the Assisting Entity within sixty (60) days after services are provided. The Assisting Entity, in its sole discretion, may elect to forgive repayment upon the written request of the Requesting Entity.
- B. In the event an Assisting Entity provides equipment or materials and supplies, the Assisting Entity will have the option to accept cash or in-kind payment for the equipment or materials and supplies provided.

Article VII – INDEPENDENT CONTRACTOR

- A. Each Assisting Entity will operate as an independent contractor of the Requesting Entity in the provision of any aid and assistance. Employees of the Assisting Entity will, at all times while performing emergency aid and assistance, continue to be employees of the Assisting Entity and will not be deemed employees of the Requesting Entity for any purpose. Wages, hours, and other terms and conditions of employment of the Assisting Entity will remain applicable to all its employees who provide aid and assistance. Each Assisting Entity will be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Requesting Entity will not be responsible for paying any wages, benefits, taxes, or other compensation directly to an Assisting Entity's employees. The costs associated with loaned employees are subject to the reimbursement process outlined in Article XII, which addresses loans of personnel.
- B. In no event will an Assisting Entity or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Requesting Entity under or by virtue of this Omnibus Agreement.

Article VIII – REQUESTS FOR AID AND ASSISTANCE

Requests for aid and assistance will be directed to the designated Emergency Management Director(s) or designee on the Emergency Contact Information Forms provided. The extent to which an Assisting Entity provides any aid and assistance will be at the Assisting Entity's sole discretion. This Omnibus Agreement will remain in effect until or unless it conflicts with federal and/or state laws.

Article IX – GENERAL NATURE OF EMERGENCY AID AND ASSISTANCE

Aid and assistance will be in the form of resources, such as equipment, materials and supplies, and personnel or the direct provision of services. Execution of the Omnibus Agreement will not create any duty to respond on the part of any County or Municipality. A County or Municipality will not be

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

held liable for failing to provide aid and assistance. A County or Municipality has the absolute discretion to decline to provide any requested aid and assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "loaned" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII, which address loans of equipment, loans of materials and supplies, and loans of personnel, respectively.

Article X – LOANS OF EQUIPMENT

At the sole discretion of the Assisting Entity, equipment such as construction equipment, vehicles, tools, pumps, motors, etc., may be made available to a Requesting Entity. The cost to the Requesting Entity for use of equipment will be the Assisting Entity's actual costs or the Assisting Entity's costs based on current equipment rates. If no written rates have been established, the cost to the Requesting Entity will be based on the hourly operating costs set forth in an industry standard publication as selected by the Emergency Management Director(s), or as mutually agreed between the Requesting Entity and the Assisting Entity. For this Omnibus Agreement, equipment use begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity.

Equipment loans are subject to the following conditions:

- A. At the option of the Assisting Entity, equipment may be loaned with an operator. See Article XII, which addresses loans of personnel for terms and conditions applicable to use of loaned personnel.
- B. Each Assisting Entity will endeavor to provide equipment in good working order. All equipment is provided "as is," with no representations or warranties as to its fitness for a particular purpose or its general condition.
- C. Each Requesting Entity will, at its own expense, supply all fuel, lubrication, and necessary maintenance for loaned equipment. The Requesting Entity will take reasonable and proper precautions in the operation, storage, and maintenance of the Assisting Entity's equipment.
- D. Loaned equipment will be returned to the Assisting Entity upon release by the Requesting Entity, or immediately upon the Requesting Entity's receipt of an oral or written request from the Assisting Entity for the return of the equipment. When requested to return equipment to the Assisting Entity, the Requesting Entity will make every effort to return the equipment to the Assisting Entity within 24 hours of the request. In all cases, the Requesting Entity will notify the Assisting Entity when the Assisting Entity's equipment is released.
- E. Assisting Entity's costs related to the transportation, handling, and loading/unloading of equipment will be chargeable to the Requesting Entity. Assisting Entities will provide copies of invoices for such charges when provided by outside sources and will provide hourly accounting of charges for the Assisting Entity's employees who perform such services.

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- F. Without prejudice to an Assisting Entity's right to limitation of liability under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Requesting Entity, or while being returned by the Requesting Entity to the Assisting Entity, the Requesting Entity will reimburse the Assisting Entity for the reasonable cost of replacing or repairing said equipment. If the damaged equipment cannot be repaired within a time period specified by the Assisting Entity, then the Requesting Entity will reimburse the Assisting Entity for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" will be at the discretion of the Assisting Entity. If the Assisting Entity must lease or rent a piece of equipment while its equipment is being repaired or replaced, the Requesting Entity will reimburse the Assisting Entity for such costs. The Requesting Entity will have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. The Requesting Entity will not be liable for damage caused by the sole negligence of the Assisting Entity's operators.

Article XI – LOANS OF MATERIALS AND SUPPLIES

A Requesting Entity will reimburse an Assisting Entity in-kind or at the Assisting Entity's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between the Requesting Entity and Assisting Entity. Other reusable materials and supplies, which are returned (unused) to the Assisting Entity in clean, damage-free, condition, will not be charged to the Requesting Entity and no rental fee will be charged. The Assisting Entity will determine whether items returned are "clean and damage-free" and items will be treated as partially consumed or non-returnable if they are found to be damaged.

Article XII – LOANS OF PERSONNEL

- A. An Assisting Entity may, at its option, make its employees available to a Requesting Entity. Employees will be provided, at the Requesting Entity's expense, equal to the Assisting Entity's full costs, including employee salary or hourly wages, call back or overtime costs, benefits, and overhead. For this Omnibus Agreement, employee service begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity. All costs will be consistent with Assisting Entity's personnel contracts, if any, or other conditions of employment. Costs to feed and house loaned employees, if necessary, will be chargeable to and paid by the Requesting Entity. The Requesting Entity is responsible for assuring arrangements are made, as necessary, to provide for the safety, housing, meals, and transportation to and from job sites/housing sites for loaned employees, as necessary.
- B. Loaned employees will remain under the administrative control of the Assisting Entity but will be under the operational control of the emergency management authorities of the Requesting Entity. The Assisting Entity will not be liable for cessation or slowdown of work if the Assisting Entity's employees decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct the activities of others during a particular response operation does not relieve the Requesting Entity of any responsibility or create any liability on the part of the Assisting

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Entity for decisions and/or consequences of the response operation. When supervisory employees are loaned, the Assisting Entity may make stipulations on the scope and duties of those employees.

- C. Any valid licenses issued to loaned employees by the Assisting Entity relating to the skills required for the requested work may be recognized by the Requesting Entity during the period of the Event and for purposes related to the Event.
- D. When requested to return employees to the Assisting Entity, the Requesting Entity will make every effort to return the employees to the Assisting Entity immediately upon receipt of the request. The Requesting Entity will notify the Assisting Entity when the Assisting Entity's employees are released.

Article XIII – RECORD KEEPING

Time sheets and/or daily logs showing hours worked, equipment, materials and supplies used or provided by the Assisting Entity will be recorded on a shift-by-shift basis by the Assisting Entity and/or the loaned employee(s) and will be provided to the Requesting Entity during the reimbursement processes. If no employees are loaned, the Assisting Entity will provide shipping records for equipment and materials and supplies, and the Requesting Entity is responsible for any required documentation of use of equipment and materials and supplies for state or federal reimbursement. Under all circumstances, the Requesting Entity remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article XIV – LIMITATION OF LIABILITY

- A. **RELEASE AND EXCULPATION.** Except in cases of willful misconduct or bad faith, the Requesting Entity releases and agrees that the Assisting Entity and its officers, employees, and agents will in no event incur any responsibility or liability to the Requesting Entity in relation to any and all costs, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing emergency aid and assistance to the Requesting Entity.
- B. **LIABILITY FOR PARTICIPATION.** This Agreement is not intended to limit or remove any limitations of liability, immunities, protections, or privileges the local jurisdiction (County or Municipality) or any emergency management worker would ordinarily possess.
- C. **DELAY/FAILURE TO RESPOND.** No Entity will be liable to another participating Entity for or be considered in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.

Article XV – WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

All Assisting Entity employees made available to a Requesting Entity will remain the general employees of the Assisting Entity while engaged in and carrying out duties, functions or activities

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pursuant to this Omnibus Agreement, and each Assisting Entity will remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Assisting Entity will provide workers' compensation in compliance with statutory requirements of the State of Alabama.

Article XVI – MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded without two-thirds concurrence of the Entities that are parties to this Agreement. Proposed modifications to this Omnibus Agreement must be made in writing and will not become effective until approved by two-thirds concurrence of the participating Entities. Each Entity must either approve a modification or notify all other participating Entities of its decision not to approve the modification. Approved modifications must be signed by an authorized representative of each participating Entity. The currently approved version of the Omnibus Agreement remains in force if a proposed modification is not ratified by two-thirds of the participating Entities. If a proposed modification is ratified by two-thirds of the participating Entities, the prior version of the agreement is terminated.

Article XVII – NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Omnibus Agreement is not intended to be exclusive among the participating Entities. Any Entity may enter into separate aid and assistance agreements with any other local jurisdiction. No such separate agreement will terminate any responsibility under this Omnibus Agreement.
- B. Other agreements for aid and assistance between any participating Entities are unaffected by this Omnibus Agreement and remain in effect until separately terminated in accordance with their own terms. When another agreement exists at the time a request for aid and assistance is made, the Assisting Entity and the Requesting Entity should be clear about the agreement under which the request is made and by which the assistance costs will be paid.
- C. Any participating Entity may donate resources to or share resources with any other local jurisdiction outside the terms of this Omnibus Agreement subject to any terms or conditions negotiated by those parties at the time the resources are provided.

Article XVIII – GOVERNMENTAL AUTHORITY

This Omnibus Agreement is subject to the laws, rules, regulations, orders, and other requirements, now or as amended, of all Entities having jurisdiction over any Event covered by this Omnibus Agreement.

Article XIX – NO DEDICATION OF FACILITIES

- A. No undertaking by any Entity to another Entity under any provision of this Omnibus Agreement will constitute a dedication of the facilities or assets of such Entity, or any

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

portion thereof, to the public or to the other participating Entity.

- B. Nothing in this Omnibus Agreement will be construed to give a participating Entity any right of ownership, possession, use, or control of the facilities or assets of another Entity.

Article XX – NO PARTNERSHIP

This Omnibus Agreement will not be interpreted or construed to create an association, joint venture, or partnership among the participating Entities or to impose any partnership obligation or liability upon any Entity. Further, no Entity will be considered an agent of any other Entity or otherwise have authority to bind any other Entity.

Article XXI – NO THIRD-PARTY BENEFICIARY

Nothing in this Omnibus Agreement will be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Omnibus Agreement will not confer any right or remedy upon any person other than the participating Entities that are parties to this Omnibus Agreement. This Omnibus Agreement will not release or discharge any obligation or liability of any third party to any Entity.

Article XXII – ENTIRE AGREEMENT

This Omnibus Agreement constitutes the entire agreement, though other existing agreements of the Entities may take precedence over certain concepts outlined in this Omnibus Agreement.

Article XXIII – SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any participating Entity may terminate its participation in this Omnibus Agreement subject to Article V.

Article XXIV – GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Alabama.

Article XXV – VENUE

Any action arising from this Omnibus Agreement shall be brought in the County where the Event occurred.

Article XXVI – TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the participating Entities any protection provided by applicable tort claims laws.

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT Omnibus Agreement

Article XXVII – WAIVER OF RIGHTS

Any waiver at any time by any participating Entity of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article XXVIII – INVALID PROVISION

The invalidity or unenforceability of any provision of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Article XXIX – NOTICES

Except as otherwise stated, any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by electronic mail, or (iii) sent by United States Mail, postage prepaid, to the appropriate Emergency Management Director(s) or designee, at the address designated in the Emergency Contact Information Form.

SIGNATURE PAGE

ALABAMA INTER- LOCAL MUTUAL AID AGREEMENT

Omnibus Agreement

IN WITNESS WHEREOF, the Culman County Commission (COUNTY OR MUNICIPALITY) has caused this OMNIBUS AGREEMENT for Assistance to be executed by duly authorized representatives as of the date of their signatures below:

[Signature] 4-21-26 Chairman
Signature of Officer Date Officer's Title

[Signature] 4-21-26 Commissioner
Signature of Officer Date Officer's Title

[Signature] 4-21-26 Commissioner
Signature of Officer Date Officer's Title

[Signature] 4/21/26 Commissioner
Signature of Counsel Date Counsel's Title

[Signature] Commissioner

Name and title of primary Contact Representative: _____	Name and title of alternate Contact Representative: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Alabama Association of Emergency Managers, Mutual Aid Enhancement Special Committee
Attention: Michael Posey or Eric Jones
111 Grand Avenue, SW, Fort Payne, AL 35967
(256) 845-8569
mposey@dekalbcountyga.us
Eric.Jones@ema.alabama.gov
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)

RESOLUTION NO.2026-23

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE REMNANT
DEFENDANT OPIOID SETTLEMENT AGREEMENT**

WHEREAS, the Cullman County Commission (the "Subdivision") has been involved in litigation and/or potential claims relating to the opioid epidemic; and

WHEREAS, a proposed nationwide settlement known as the Remnant Defendant Settlement Agreement (the "Agreement") has been negotiated to resolve claims against certain opioid-related defendants; and

WHEREAS, the Agreement provides for monetary payments and other relief to participating political subdivisions, with allocations determined pursuant to the Plan of Allocation set forth in Exhibit E of the Agreement; and

WHEREAS, the Agreement contemplates participation by political subdivisions through execution of required participation documents and releases, and provides for the administration and distribution of settlement funds by a Notice and Claims Administrator (see § VI(B)(1)(d)); and

WHEREAS, participation in the Agreement is intended to secure funding for opioid remediation and related purposes for the benefit of the Subdivision and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CULLMAN COUNTY COMMISSION OF CULLMAN COUNTY:

1. ****Approval of Settlement Participation.****

The Subdivision hereby approves participation in the Remnant Defendant Settlement Agreement and elects to become a Participating Subdivision, subject to the terms and conditions set forth therein.

2. ****Authorization of Execution.****

The Chairman is hereby authorized to execute all necessary documents required for participation in the Agreement, including any Participation Agreement, Release, or related certifications.

3. ****Acknowledgment of Allocation and Use of Funds.****

The Subdivision acknowledges that any settlement funds received will be allocated pursuant to Exhibit E and administered in accordance with the Agreement, including any applicable State-Subdivision Agreement governing distribution and use of funds (§ I(VV)).

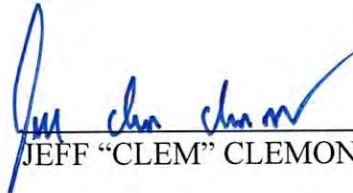
4. ****Compliance with Terms.****

The Subdivision agrees to comply with all applicable terms of the Agreement, including requirements related to claims submission, release of claims, and use of funds for approved opioid remediation purposes.

5. **Effective Date.**

This Resolution shall take effect immediately upon adoption.

Done this 21st day of April, 2026.



Handwritten signature of Jeff 'Clem' Clemons in blue ink, written over a horizontal line.

JEFF "CLEM" CLEMONS, Chairman

ATTEST:



Handwritten signature of Jeffery Memmon in blue ink, written over a horizontal line.

By: _____

EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Cullman County Commission	State: Alabama
Authorized Official: Chairman, Jeff Clemons	
Address 1: 500 Second Ave SW, Room 105	
Address 2:	
City, State, Zip: Cullman, Alabama	
Phone: (256) 775-4878	
Email: tmerriman@co.cullman.al.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

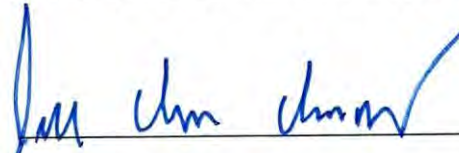
I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____


Jeff "Clem" Clemons
Chairman
4/21/26

RESOLUTION NO. - 2026-24

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 338 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 338 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour on County Road 338;

IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

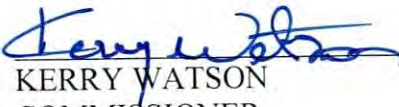
ADOPTED this the 21st day of April 2026.

ATTEST:


COUNTY CLERK


JEFF CLEMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER


KERRY WATSON
COMMISSIONER


KELLY DUKE
COMMISSIONER


COREY FREEMAN
COMMISSIONER



PARTICIPATION AGREEMENT

**Association of County Commissions of Alabama
Liability Self-Insurance Fund, Inc.**

Participant: Cullman County Commission
ACCA LSIF-PA 2027

1. **Term of Contract**

Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2027 (whichever date is later), and ending at 12:01 a.m. January 1, 2030.

2. **First Year Contribution/Premium**

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. **Subsequent Contribution/Premium Experience Rating**

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. **Contribution/Premium Payment**

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. **Reporting of Claims**

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. **Cooperation with Risk Management Recommendations**

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. **Liability Coordinator**

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. **Claims and Legal Counsel**

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by the Fund. If a

personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. **Legal Defense and Cooperation**

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. **Fund Experience**

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. **Assessments**

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

12. **Assets of the Fund**

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. **Refunds, Dividends and Other Distributions**

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund as of the effective date of such refund, dividend or distribution.

14. **Withdrawal by Participant from the Fund**

a. **Withdrawal at End of Contract**

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. **Withdrawal During a Contract Commitment**

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. **Limitation or Cancellation of Coverage by the Fund**

a. **Non-payment of Contribution/Premium**

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. **Any Other Reason**

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. **Inspections and Surveys**

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. **Waiver of Uninsured Motorist Coverage**

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. **Agreement to Abide by the Bylaws**

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. **Audit**

The Fund agrees that all Fund transactions will be annually audited by a certified professional accounting firm.

The Participant's Liability Coordinator, as noted in Item 7 - Page 2, is as follows:

NAME: Delitha Marchman
(Please Print)

TITLE: Safety Director

ADDRESS: 500 2nd Ave SW

CITY: Cullman ZIP: 35055

TELEPHONE: (256) 775-4878

EMAIL: dmarchman@co.cullman.al.us

NOTE: Please return this signed Participation Agreement in its entirety to the ACCA LSIF, P.O. Box 5040, Montgomery, AL 36103-5040. An executed copy will be sent to the Liability Coordinator named above.

PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board - the Board of Trustees of the Liability Fund.
- B. Fund Year - January 1 through December 31.
- C. Service Company – Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents - the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred But Not Reported (IBNR) - an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim - a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant – one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board.

20. **Actuarial Valuation**

The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. **Nonwaiver of Rights, Immunities and Defenses**

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. **No Independent Interest in the Fund**

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. **Nature of Fund**

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code § 11-30-1, *et seq.*, as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the 10 day of April, 2020.

FUND:

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

By Robert Thompson

ACCA LSIF Representative

PARTICIPANT:

Jeff "Clem" Clemmons

By Jim Clemmons

Chairman of the County Commission or
Director of the County Entity

Application

C. ★ Public Profile

250th 4th of July Celebration at Smith Lake Park

Process: Semiquincentennial Community Grant (\$2,500)

Contact Info

Request

Documents 0



Applicant:

Mrs. Tiffany Oldacre
toldacre@co.cullman.al.us

325 Second Street SE
Cullman, AL 35055

Organization:

Cullman County Commission

256-775-4878
500 2nd Ave SW
Cullman, AL 35055

Contact Email History

If your Organization information does not appear correct, please contact American Village Citizenship Trust. Thank you.

Application

Application Packet

Question List



Fields with an asterisk (*) are required.

Applicant Information

Organization Name*

Enter the legal name of your municipality or county commission. The name provided here will be the grantee name printed on any future agreements, checks, and reports.

Organization Type*

Select whether you are applying as an Alabama municipality or county commission.

- ☐ Municipality
☒ County Commission

Municipality or County Seat*

Enter the name of your municipality or, if applying as a commission, the municipality that serves as your county seat. America250AL will use this data when generating reports.

Cullman

Organization County*

Select the name of your county or, if applying as a municipality, the county or counties where your municipality is located. America250AL will use this data when generating reports.

- | | |
|---|-------------------------------------|
| ☐ Autauga | ☐ Dallas |
| ☐ Baldwin | ☐ DeKalb |
| ☐ Barbour | ☐ Elmore |
| ☐ Bibb | ☐ Escambia |
| ☐ Blount | ☐ Etowah |
| ☐ Bullock | ☐ Fayette |
| ☐ Butler | ☐ Franklin |
| ☐ Calhoun | ☐ Geneva |
| ☐ Chambers | ☐ Greene |
| ☐ Cherokee | ☐ Hale |
| ☐ Chilton | ☐ Henry |
| ☐ Choctaw | ☐ Houston |
| ☐ Clarke | ☐ Jackson |
| ☐ Clay | ☐ Jefferson |
| ☐ Cleburne | ☐ Lamar |
| ☐ Coffee | ☐ Lauderdale |
| ☐ Colbert | ☐ Lawrence |
| ☐ Conecuh | ☐ Lee |
| ☐ Coosa | ☐ Limestone |
| ☐ Covington | ☐ Lowndes |
| ☐ Crenshaw | ☐ Macon |
| ☒ Cullman | ☐ Madison |
| ☐ Dale | ☐ Marengo |

- ☐ Marion
- ☐ Marshall
- ☐ Mobile
- ☐ Monroe
- ☐ Montgomery
- ☐ Morgan
- ☐ Perry
- ☐ Pickens
- ☐ Pike
- ☐ Randolph
- ☐ Russell

- ☐ Shelby
- ☐ St. Clair
- ☐ Sumter
- ☐ Talladega
- ☐ Tallapoosa
- ☐ Tuscaloosa
- ☐ Walker
- ☐ Washington
- ☐ Wilcox
- ☐ Winston

Federal Congressional District*

Select the federal Congressional district(s) where your organization is located. To view a map of Alabama's Congressional Districts, or to search by address, [click here](#). America250AL will use this data when generating reports.

- ☐ 1
- ☐ 2
- ☐ 3
- ☒ 4
- ☐ 5
- ☐ 6
- ☐ 7

State Senate District*

Enter the state senate district(s) where your organization is located. To view a map of Alabama's Congressional districts, or to search by address, [click here](#). America250AL will use this data when generating reports.

State House District*

Select the state house district(s) where your organization is located. To view a map of Alabama's Congressional districts, or to search by address, [click here](#). America250AL will use this data when generating reports.

Project Information

Project Name*

Enter a title for your proposed project.

250th 4th of July Celebration at Smith Lake Park

Project Description*

Provide a brief summary of your proposed project. America250AL will use this description when promoting funded projects and when generating reports.

The 4th of July Fireworks Festival at Smith Lake Park, located at 403 County Road 386, Cullman, AL 35057, is a major annual event for Cullman County Commission and Cullman County Park and Rec. The festival features live music, food vendors, arts and crafts, swimming and the one of largest fireworks show in North Alabama.

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Project Dates*

Provide the date, or a range of dates, when you intend to host public events and programs.

July 4, 2026

Community Involvement Criteria*

All grant-funded projects must meet **all of the following** criteria. Select each that you believe your project will meet.

- ☒ Be open and accessible to the public
- ☒ Foster community involvement and unity

Community Involvement Details*

Briefly describe how your project will meet the criteria you selected above.

The 4th of July Celebration at Smith Lake Park, in Cullman County, boasts one of largest fireworks shows in North Alabama. With more than 10,000 attendees, this is the premier event for Cullman County Park and Rec. The community has been supportive of this festival for more than 40 years! It is fully open and accessible to the public, running from 9am to 9pm on July 4. It has affordable admission of \$5 per person or \$20 per vehicle, low enough to welcome families, individuals, and groups without significant barriers. The event is widely promoted through the county parks website, Facebook, local media (The Cullman Tribune, The Cullman Times), and tourism sites, like Visit Cullman, drawing thousands from Cullman County and across North Alabama. It strongly

fosters community involvement and unity as a cherished, multi-generational family tradition that unites residents and visitors in patriotic celebration. Attendees actively participate in shared experiences including live music performances, shopping from local arts and crafts vendors, enjoying food vendors, swimming, putt-putt golf, camping and gathering lakeside for one of North Alabama's largest fireworks displays over the water. This inclusive, all-ages event builds regional pride, supports the local economy through vendor participation, and creates lasting bonds through collective enjoyment of summer fun and Independence Day spirit.

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250th Commemoration Criteria*

All grant-funded projects must meet **all of the following** criteria. Select each that you believe your project will meet.

- ☒ Demonstrate clear relevance to Alabama's commemoration of the U.S. semiquincentennial
- ☒ Be feasible and take place between January 1 and August 31, 2026
- ☒ Acknowledge support from America250AL

250th Commemoration Details*

Briefly describe how your project will meet the criteria you selected above.

The event, hosted by the Cullman County Commission and Cullman County Parks and Recreation, directly ties to Alabama's semiquincentennial (America250AL) by celebrating Independence Day, the exact date of the 250th anniversary of the Declaration of Independence on July 4, 2026. As one of North Alabama's largest annual fireworks displays over the lake, it provides a patriotic, community-wide platform to honor America's founding, reflect on national unity, and engage thousands in commemorating this historic milestone. The event is fully feasible as an established, well-attended annual tradition with proven logistics, promotion through county channels, and low-cost admission (\$5/person or \$20/vehicle).

The festival will take place on July 4, 2026, within the required January 1–August 31, 2026 window. All promotional materials, signage, and announcements will prominently acknowledge support from America250AL and will include the America250AL logo, ensuring proper recognition of the Alabama USA Semiquincentennial Commission. This flagship public event strengthens Alabama's statewide commemoration by fostering reflection on freedom and unity through a joyful, inclusive Independence Day celebration rooted in local tradition.

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Programming Criteria*

All grant-funded projects must meet **at least one of the following** criteria. Select each that you believe your project will meet.

- Enrich public understanding of America's founding principles, history, or system of self-government
- Enhance civic education and engagement to advance the cause of liberty and self-governance
- Educate students or the broader public about historical contributions to the nation's story
- ☒ Emphasize the service and sacrifices of American veterans of all generations

Programming Details*

Briefly describe how your project will meet the criteria you selected above.

The Smith Lake 4th of July Semiquincentennial Festival will honor all veterans in attendance by having a special time of acknowledgement. Cullman County Commission Chairman Jeff Clemons will have a time set aside on stage, where he will recognize, acknowledge and speak about the sacrifice veterans have made to our county, state and country. This recognition will include a public thank-you statement expressing appreciation for the service, dedication, and sacrifices made by American veterans of all generations. Veterans in attendance will be asked to stand and be recognized by the audience, providing a moment of public appreciation and reflection on their contributions to our freedoms. A brief moment of silence will also be observed to honor fallen service members who gave their lives in defense of our freedoms. These acknowledgements reinforces the festival's patriotic purpose and ensures that the sacrifices of our veterans remain a central part of the community's Independence Day celebration.

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Additional Project Details

Provide any additional information you believe may be helpful for our reviewers to fully understand your project. You may choose to provide a full narrative for your project, describe context for your project, or simply list important details.

You might consider:

- Identifying the objectives of the project and the major elements and activities.
- Providing an outline detailing when activities will occur, including planning, publicity, and events.
- Describing the goals, expected outcomes of the project, and the anticipated impact of the project on your local community.

America250AL may deny applications or request additional information before awarding a grant if not enough details are provided to fully describe the project or demonstrate the project meets all required criteria.

The Smith Lake 4th of July Festival has been a staple in Cullman County for more than 40 years. It is the premier event for Cullman County Park and Rec. Department. More than 10,000 local and out-of-towners come to enjoy the day. The primary objective of the event is to bring people together in celebration of Independence Day while honoring America's history, freedom, and shared values. Major elements of the festival include family-friendly recreation, lake day fun, cook-outs, arts & crafts, patriotic programming, and ending the day with a large-scale fireworks display over Smith Lake.

The Commission and Parks and Rec. are excited to host this event as the culmination of the Cullman, Alabama's 250th Celebration of the United States. Planning and coordination take place in advance through established county processes, with publicity efforts beginning several weeks prior to the event. Visit Cullman, Cullman's tourism bureau, along with Cullman County Park and Rec, will publicize the event through local and state channels.

The anticipated outcome of the festival is strong community engagement, increased tourism, and a meaningful public commemoration of America's Semiquincentennial. The event is expected to have a positive economic impact through visitor spending and vendor participation, while

strengthening community pride and awareness of Alabama's role in America's 250th anniversary.

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Support Materials (Optional)

Attach additional materials to support your application. Attachments may include photographs and graphics, brochures, agendas, and promotional items. All materials must be combined into one file to upload.

Financial Information

Funds Requested*

Enter the total amount of grant funds requested from America250AL. **The amount listed here should match the total provided in the table below and should not exceed \$2,500.00.**

\$

Disallowed Costs*

Grant funding may not be used to pay for **any of the following costs**. Select each to indicate that you understand and agree not to expend funding on any of the listed costs.

- ☒ Food and alcohol
- ☒ Personnel (salaries and wages)
- ☒ Lobbying and lobbying services
- ☒ Contributions to endowment funds
- ☒ Real estate purchases

Grant Period*

Grant funding may only be used to pay for costs incurred by your organization between **January 1 and August 31, 2026**. Select the box below to indicate that you understand and that you intend to incur all costs listed below within the stated grant period.

- ☒ I understand

Budget Spreadsheet

Describe below how your organization will expend the funding awarded by America250AL. The amount listed here should match the total requested above and should not exceed \$2,500.00.

Line Items	Budgeted Costs (Application)	Approved Costs (Grant Agreement)	Actual Costs (Final Report)
Artist Stipends and Fees	\$ 2,500.00	\$ 2,500.00	\$
Honoraria for Scholars and Presenters	\$	\$	\$
Printing and Publications	\$	\$	\$
Promotion and Advertising	\$	\$	\$
Supplies, Materials, and Equipment	\$	\$	\$
Travel Costs	\$	\$	\$
Venue Rentals and Facility Fees	\$	\$	\$
Other Costs (describe below)	\$	\$	\$
Total	 2500	 2500	

Budget Notes

Provide any notes for your budget that you believe may be helpful for our reviewers to fully understand your project. If you requested funding for Other Costs, explain those costs here.

America250AL may deny applications or request additional information before awarding a grant if not enough details are provided to fully describe the project or demonstrate the project meets all required criteria.

The Cullman County Commission is requesting funding for the 250th Fourth of July Celebration at Smith Lake Park to go for entertainment. Entertainment is a big draw for the 10,000 plus

attendees. We have a main stage where singers, song writers and bands perform throughout the day. With an expanded entertainment budget, we will be able to bring in some bigger and better entertainment for the festival.

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Contact Information

Project Director's Name*

Enter the name of the individual who is primarily responsible for completing the proposed project.

Brittney Heron

Project Director's Organization and Title*

Park Manager

Project Director's Email Address*



bheron@co.cullman.al.us

Project Director's Phone Number*

256-338-0000

AGREEMENT

By submitting this application, the applicant certifies:

- that the individual listed above has reviewed the information provided and is authorized to apply for this grant on behalf of the applicant organization.
- that all information provided is true and accurate to the best of the applicant's knowledge.
- that the applicant agrees to comply with all applicable federal and state laws governing the use of public funds.
- and acknowledges that, if a grant is awarded, acceptance of funds will require execution of a grant agreement and submission of relevant documentation, including a final grant report.
- that the applicant agrees to use any awarded funds solely for the purposes described in this application or as otherwise specified in a grant agreement with America250AL.

**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, 2025** and delivery of services being provided under this contract shall end on **September 30, 2026.**
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 3505
Mailing Address: PO Box 1706, Cullman 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

TITLE III-FY2026 - Cullman

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, 2025.

FOR NARCOG:

Robby Cantrell
Robby Cantrell, NARCOG Executive Director

5/5/26
Date

FOR CONTRACTOR:

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

John M. Bullard
Cullman County Administrator (Print Name)

John M. Bullard
Cullman County Administrator (Signature)

4/21/26
Date

Jeff "Clem" Clemons
Cullman County Commission Chairman (Print Name)

Jeff "Clem" Clemons
Cullman County Commission Chairman (Signature)

4/21/26
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.

V. MySeniorCenter Database. The Contractor is required to participate in NARCOG's digital data reporting system, MySeniorCenter. Participating in this system includes the following:

- A. MySeniorCenter Kiosk.** NARCOG will provide a MySeniorCenter kiosk at all nutrition centers where the contractor provides C1 Congregate Meals, C2 Homebound Meals, Title III-B services and Title III-D Evidence-Based Health and Wellness programs.
1. Each registered Nutrition Center participant will be provided a key tag with a barcode that the Center Manager will program to the participant's User Id.
 2. Each registered Nutrition Center volunteer will be provided a key tag with a barcode that the Center Manager will program to the volunteer's User Id.
 3. The Nutrition Center Manager will maintain a daily calendar on the kiosk that includes all Title III services being provided on each serving day, which includes C1 and C2 meals.
 4. All Nutrition Center participants will scan their issued key tags at the MySeniorCenter kiosk each day when arriving at the center, selecting the services in which they are participating on the touch screen display. All C2 Homebound Meal participants will scan their key tags when their meals are delivered on a handheld device that will be issued to volunteers or center staff who are delivering meals.
- B. MySeniorCenter Data.** The contractor is responsible for monitoring data at each Nutrition Center daily. It is the contractor's responsibility to ensure that the data collected is accurate and up to date. The contractor is responsible for providing monthly reporting to NARCOG.

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 to right to revise reporting requirements as needed during the contracting period.
 - A. **Participant Enrollment Forms.** A *Participant Enrollment Form* is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as "Registered Participant" in **EXHIBIT B / ATTACHMENT A**.
 - B. **Service Logs.**
 1. Aggregate service logs are to be used to report services that are designated to be reported as aggregate totals. These services are identified in the service definitions under the Unit column as "Aggregate" in **EXHIBIT B / ATTACHMENT A**. Aggregate services do not require the contractor to record units under participants by name. Rather the units are aggregated with a total number of units for each day on the log.

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

IV. **Transportation Services.**

- A. In order to facilitate contact with social services available in the county, the Contractor shall provide transportation for the elderly in the service area Monday through Friday during Contractor's office hours. "Social Services" means any of the Title III-related services which meet such standards as NARCOG may prescribe for the general welfare of older persons, including but not limited to:
 - Health and welfare, continuing education, information, recreation, counseling or referral services;
 - Transportation to facilitate access to nutrition services;
 - Services designed to encourage and assist older individuals to use the facilities available to them;
 - Shopping assistance trips to be coordinated with the Contractor for the senior centers.
- B. Maintenance checks will be performed on a regular basis on each vehicle transporting aging program participants to 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)
FY26 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 at least 2 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 at least 2 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.

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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.	

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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
FY26 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. *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.	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		
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.** Referrals are sent weekly from NARCOG. The Contractor must enter waiting list information in AIMS for those waiting for meals services. The information entered into AIMS must include enrollment forms by center and then by meal type (congregate or home delivered).

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)
FY26 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*	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.
		Registered Participant Aggregate for approved events		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.

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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 13 Columbus Day

APRIL

Serving Days: 21
Theme Day: None
Holidays: April 3 Good Friday

NOVEMBER

Serving Days: 19
Theme Day: Nov. 11
Holidays: Nov. 11 Veteran's Day
Nov. 27-28 Thanksgiving

MAY

Serving Days: 22
Theme Day: May 22
Holidays: May 25 Memorial Day

DECEMBER

Serving Days: 16
 Theme Day: Dec. 22
 Holidays: Dec. 23-27 Christmas

JUNE

Serving Days: 18
 Theme Day: None
 Holidays: June 19 Juneteenth

JANUARY

Serving Days: 21
 Theme Day: None
 Holidays: Jan 1 New Year's Day
 Jan. 29 ML King Day

JULY

Serving Days: 22
 Theme Day: July 2
 Holidays: July 3 Independence Day

FEBRUARY

Serving Days: 20
 Theme Day: None
 Holidays: Feb 16 President's Day

AUGUST

Serving Days: 22
 Theme Day: None
 Holidays: None

MARCH

Serving Days: 20
 Theme Day: March 28
 Holidays:

SEPTEMBER

Serving Days: 20
 Theme Day: None
 Holidays: Sept. 7 Labor Day

TOTAL SERVING DAYS = 242

EXHIBIT D / ATTACHMENT C

NUTRITION PROGRAM REPORT DUE DATES - FY 2026

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.		
		Centers and/or COA offices are to mail/fax tickets to NARCOG by Tuesday.
		If Tuesday falls on holiday-tickets/reports will be due on Wednesday by close of business.

TITLE III-FY2026 - Cullman

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 2026****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 FY2025 and estimates for FY2026. 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 FY2025, NARCOG reserves the right to amend the amounts listed above.

MEALS ALLOCATION FY 2026
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).	26,943
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).	26,281
3.	TOTAL MEALS	53,224

*The estimates of number of meals listed above are based upon actual, current meal usage by the contractor at the end of FY2025 and projected for FY2026. Final funding amounts and number of meals available are subject to receipt of FY2026 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

**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.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT IS MADE THE _____ DAY OF _____, 2025, BY AND BETWEEN THE North Central Alabama Regional Council of Governments (hereinafter referred to as the "COVERED ENTITY") AND _____ (Hereinafter referred to as the "BUSINESS ASSOCIATE").

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

NOW THEREFORE, the parties agree as follows:

1. Definitions

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

Examples of specific definitions:

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

2. Obligations and Activities of Business Associate

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

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

3. Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

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

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

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

4. Obligations of Covered Entity

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

5. Permissible Requests by Covered Entity

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

6. Term and Termination

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

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

7. Miscellaneous

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

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

FOR: Cullman County Commission
Business Associate

BY: Jeff Chen Chen
(Printed Name and Title)
Jeff Chen Chen 5/5/24
(Signature) (date)

FOR: North Central Alabama Regional Council of Governments
Covered Entity

BY: Robby Cantrell, Executive Director
(Printed Name and Title)
Robby Cantrell 5/5/24
(Signature) (date)

ALABAMA DEPARTMENT OF SENIOR SERVICES
 RSA Tower Suite 350, 201 Monroe Street
 Montgomery, AL 36130

**North Central Alabama Regional Council of
 Governments**
PO Box C
Decatur, AL 35602

Date Prepared:
 Identification No.
 Original Grant
 Revision

December 17, 2025
03-01-26-11

☒ Revision No. ☐

Statement of Grant Award for the Budget Period 10/01/2025 Through 09/30/2027.

Grant Award(s) to you under your approved Area Plan(s) or application has been approved for the budget period shown above.

Program	Prior Award	FY	Award This Action	FY	Cumulative Grant Award To Date	
Title III B Administration CFDA # 93.044; FAIN-2601ALOASS	-	26	49,162.00	26	49,162.00	
Title III E Administration CFDA # 93.052; FAIN-2601ALOAF	-	26	4,854.00	26	4,854.00	
Title III B Supportive Services* CFDA # 93.044; FAIN-2601ALOASS	-	26	71,154.00	26	71,154.00	
Title III C-1 Congregate Meals* CFDA # 93.045; FAIN-2601ALOACM	-	26	149,556.00	26	149,556.00	(1)
Title III C-2 Home-Delivered Meals* CFDA # 93.045; FAIN-2601ALOHD	-	26	101,696.00	26	101,696.00	(2)
Title III D Preventive Health* CFDA # 93.043; FAIN-2601ALOAPH	-	26	7,105.00	26	7,105.00	
Title III E National Family Caregivers* CFDA # 93.052; FAIN-2601ALOAF	-	26	52,421.00	26	52,421.00	
Title VII Elder Abuse Prevention* CFDA # 93.041; FAIN-2601ALOAEA	-	26	1,376.00	26	1,376.00	
Title VII Ombudsman* CFDA # 93.042; FAIN-2601ALOAM	-	26	5,882.00	26	5,882.00	
Total	-	26	443,206.00	26	443,206.00	

(1) C-1 Meals
 C-1 Cash

\$ 122,671 -⁰⁰
 \$ 26,885 -⁰⁰
\$ 149,556.00

(2) C-2 Meals
 C-2 Cash

\$ 98,696 -⁰⁰
 \$ 3,000 -⁰⁰
\$ 101,696.00

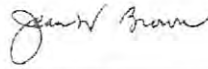
Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Grant Award (NGA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) any additional terms and conditions and remarks on this NGA.
2. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved area plan and will comply with the terms and conditions and other requirements of this award.
3. A Quarterly Financial Report is due by the 21st day of the month following Quarter end.
4. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), is not also included on any other federally financed program in either the current or a prior period.
5. Federal participation cannot exceed 75% of the total Area plan administration costs. The remaining 25% represents local matching share. Federal/State participation cannot exceed 90% of the total Title III and Title VII service costs. The remaining 10% represents local matching share.
6. Funding amount listed above for Title III Part D section 361 of the Older Americans Act for Disease Prevention and Health Promotion may only be used for programs and activities which have been demonstrated through rigorous evaluation to be evidence-based and effective. Further guidance may be found at the ACL website: <https://www.acl.gov/programs/health-wellness/disease-prevention>.
- * State match is included in this funding.

Remarks: This award is to be utilized for and by the Area Agency on Aging to assure the provision of services to the elderly in accordance with the approved Area Plan.

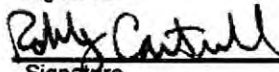
Award level represents FY 2026 initial funding from ACL under the current Continuing Resolution (PL 119-37) through January 30, 2026.

Jean W. Brown
Commissioner, ADSS


Signature

12/17/2025
Date

Robby Cantrell, Executive Director
Name & Title of Grantee Official


Signature

1/7/26
Date

REVERSIONARY AGREEMENT

STATE OF ALABAMA CULLMAN COUNTY

THIS AGREEMENT made and entered into this 25th day of March, 2026, by and between the CULLMAN COUNTY COMMISSION, hereinafter referred to as "COUNTY" and the ALABAMA FORESTRY COMMISSION, an agency of the State of Alabama, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, it is of vital importance to the Cullman County Commission to work closely with the Alabama Forestry Commission for the total benefit of all citizens of Alabama; and

A. The COUNTY agrees:

1. To purchase and make available to the STATE the following described equipment in accordance with the terms set forth in this Agreement:

(1) 2026 Lone Wolf Trailer, Vin: 4P7U82024TF089691

B. The STATE agrees:

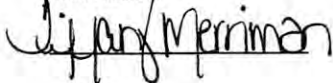
1. To respond with said equipment, adequately manned, to fire calls within Cullman County when requested to do so, local conditions permitting;
2. To equip, maintain in a high state of readiness, house in a suitable manner, and operate said equipment at no cost to the County;
3. To retain liability coverage for the employees operating the equipment.

C. The PARTIES mutually agree:

1. Title to the equipment shall remain in the STATE;
2. The equipment shall use a State license tag;
3. The equipment may not be sold, junked or traded, but must be returned to the COUNTY for final disposition;
4. Title to all accessories, tools, and other improvements, which may be added to the equipment by the STATE shall remain with the STATE which shall have the right to remove said improvements prior to returning the equipment to the COUNTY;
5. No employee of the STATE or any other person enlisted by the STATE to man said equipment shall, for the purpose of Workmen's Compensation Insurance, be considered an agent, servant, or employee of the COUNTY; nor shall any employee of the STATE who mans, maintains, or operates said equipment be deemed an agent, servant or employee of the COUNTY for any other purpose; and the COUNTY shall be indemnified and held harmless by the STATE from any and all claims arising from the use, operation, or maintenance of said equipment;
6. This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands within the county;
7. This agreement shall be effective from the date first appearing above and shall continue in force from year to year, unless terminated by either party by giving thirty (30) days written notice to the other parties.

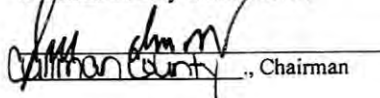
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:



WITNESS:

Cullman County Commission:


_____, Chairman

ALABAMA FORESTRY COMMISSION:

Rick Oates, State Forester

March 26, 2026

Chairman
Cullman County Commission

Dear Chairman

Enclosed you will find the Reversionary Agreement for the 2026 Lone Wolf Trailer, Vin: 4P7U82024TF089691 you purchased for use by the Cullman County office of the Alabama Forestry Commission. Please sign the document and return original to the address listed below. Retain a copy for your records.

Sincerely,

Joshua Prophet
Property Manager
PO Box 302550
Montgomery, AL 36130-2550

Encl: Reversionary Agreement
County Commission cover letter

Cullman County Commission

Cullman, Alabama

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

Date: 4/14/2026

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap _____ Sealed Bid _____

Other: Vineyont Fire Department

Asset #: 3144

Property Decal #: _____

Serial # or VIN: 3C6UR5CL5HG645459

Tag # 58321C0

Description: 2017 Dodge Truck

Reason for disposal: _____

Department: EMA

Department Head Signature: 

Transferred to: _____

Department Head Signature: 

For Office Use: Verified: _____ Date: _____

AGREEMENT

Financial Imaging, LLC ("Contractor") agrees to supply to Cullman County Water ("Customer") Services as outlined below. This Agreement will remain in effect for an initial term of 3 years, which shall commence upon the first mailing after execution of this document. Thereafter, Agreement will be automatically renewed for successive one-year terms unless terminated by a 30 day written notice by either party prior to the end of the initial term or any subsequent term. The terms of this agreement are as follows:

1. **Data:** All data, forms, layouts, statements and envelopes will be in a format established and confirmed in writing by Contractor and Customer before production begins. Customer will send variable data to Contractor in ASCII fixed field formats or an agreed upon format via email or FTP site. All data will arrive at Contractor by 8:00am and proofs, if applicable, will need to be reviewed and approved within 30 minutes of receipt in order to mail the same day. A user ID & password (for FTP transmission only) will be assigned to Customer specifically for the purpose of transmitting files. Use of this site for any other purpose must have prior written authorization from Contractor.
2. **Standard Materials and Services:** Contractor will provide 20#, 8 1/2"x 11" paper with a micro-perforation 1/3 of page and a #10/24lb white single window, 1 color (black) carrier envelope along with #9/201b.-white, single window, 1 color (black) return envelope. Contractor will simplex color print, CASS Certify, NCOA (if needed), sort for lowest postage, fold and insert bills and return envelopes into carrier envelopes and deliver mail to the USPS. Contractor will provide confirmation reports.
3. **Programming:** The initial one-time programming setup fee is \$500.00 for a 3 year agreement. There is no charge for additional programming after conversion.
4. **Pricing:** The price for Standard Materials and Standard Services, including postage, is \$.77 each. Duplexing is an additional \$.02 each, if applicable. Grouping bills by billing address is \$.07 per each bill grouped, if needed. Any records processed but not delivered are \$.12 each. All prices included in Agreement are effective for the initial term subject to any postage increases. Any USPS increases will be reflected in the next invoice after rate change. Pricing is based on a monthly volume of approximately 30,000 bills. Invoices will be sent monthly.
5. **Pricing for optional services:** Check box if optional services are chosen:
 - (X) Personalized PDF archives of all bills uploaded to client are \$.02 each.
 - () Text reminders/text-to-pay are \$.25 each
 - (X) E bills are \$.12 each
 - () Online bill editing is \$.01 each
 - () Water quality reports;
 - Printed - Upon request
 - () Buckslip Insert; 3.5x8.5, 1(black)/0 color are \$.08 each.
 - () Full Page Insert; 8.5x11, one sided, are \$.17 each. \$.19 each for two sided.
6. **Payments:** Invoices will be emailed to Customer and be paid upon receipt via check or ACH. Any late payments will be charged the maximum interest rate charge allowed by law and will delay mailings until the account is current. A one-time postage deposit of \$18,000.00 is due before first mailing. Postage deposit will be refunded to Customer should agreement be terminated. Should there be any custom envelopes inventoried at the end of this agreement, they will be invoiced to Client on final invoice.
7. **Taxes:** All applicable federal, state, county, local or other excise, sales or use taxes will be paid by the Customer.

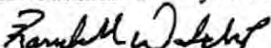
8. **Warranty:** Customer agrees services herein shall not relieve it from any obligation to maintain records to militate against the loss resulting from any cause of the data it sends to Contractor. If documents furnished by Customer are damaged or lost while in Contractors' possession, Contractors' sole obligations shall be to let Customer know of such damage or loss and to reprocess the documents for mailing if Customer provides the data relating thereto. Contractor shall not be liable for the loss of any information on or the damage to any source documents. No warranties implied or expressed are made to Customer.

NEITHER PARTY HERETO SHALL ASSUME ANY LIABILITY TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES OF ANY TYPE RESULTING FROM CONTRACTORS' OR CUSTOMERS' PERFORMANCE HEREUNDER.

9. **Confidentiality:** Contractor shall comply with all state and federal laws concerning confidentiality of records. Contractor shall not permit the disclosure or unauthorized use in any way of confidential records or reports concerning Customer or any of its accounts without Customer's consent.
10. **Binding Effect and Governing Laws:** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns. The validity, construction and effect of Agreement shall be governed by the laws of the state of Alabama and the exclusive venue for any actions under this Agreement shall be the Circuit Court of Jefferson County, Alabama.
11. **Default and Time of Essence:** If any party is in default under this Agreement and such default continues for thirty (30) days after written notice thereof by the other party, this Agreement may thereupon be terminated by the non-defaulting party. In case suit is brought by any party due to such default, the prevailing party in the litigation shall be entitled to recover against the other party a reasonable attorney's fee to be fixed by the court. Time is of the essence with respect to all terms and provisions of this Agreement.
12. **Exclusive Agreement:** Customer and Contractor agree to be bound by the terms of Agreement and further agree it is the complete and exclusive statement of the agreement between the parties which supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this Agreement. No amendment or modification to this Agreement and no waiver of any provision shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Agreement is signed by authorized representatives of the parties.

Customer: Cullman County Water

By: 

Name: Randall Walsch

Title: General Manager

Date: 4/28/2026

Address: 2020 Beech Ave, SE

Cullman, AL 35056

FINANCIAL IMAGING, LLC

By: 

Name: Ricky Miskelley

Title: President

Date: 4.28.26

Address: 3810 5th Court North

Birmingham, AL 35222

AGREEMENT FOR USE OF OPIOID SETTLEMENT FUNDS

This Agreement is entered into by and between the Cullman County Commission ("County") and Restoring Women Outreach, Inc. ("Agency") for the purpose of distributing and administering funds received by the County as part of the nationwide opioid litigation settlement ("Settlement Funds").

1. Purpose

The purpose of this Agreement is to ensure that all Settlement Funds distributed to the Agency are used solely and exclusively for opioid remediation, treatment, prevention, recovery, and other approved uses as defined in the national opioid settlement documents and any applicable Alabama state guidelines.

2. Authority

The County has received Settlement Funds pursuant to national settlements with opioid manufacturers, distributors, and related entities. The County is authorized to distribute a portion of these funds to local agencies for approved opioid-remediation purposes.

3. Distribution of Funds

The County agrees to distribute to the Agency the amount of \$50,000.00 in Settlement Funds. Funds shall be disbursed in accordance with County procedures and may be provided in a lump sum or installments as determined by the County.

4. Permitted Uses

The Agency agrees that all Settlement Funds will be used only for purposes permitted under the national opioid settlement, including but not limited to, treatment of opioid use disorder, support for individuals in recovery, prevention and education programs, harm-reduction strategies, training for first responders or medical personnel, costs associated with expanding treatment capacity, or other approved remediation uses as defined in the settlement terms.

The Agency shall not use Settlement Funds for general operating expenses, unrelated programs, or any purpose not expressly permitted under the settlement.

5. Compliance With Settlement Terms

The Agency acknowledges that the Settlement Funds are subject to strict use and reporting requirements. The Agency has reviewed or has had the opportunity to review the applicable settlement documents. Additionally, the Agency agrees to comply with all federal, state, and settlement-specific requirements governing the use of these funds.

6. Reporting and Documentation

Upon the execution of this Agreement the Agency shall maintain complete and accurate records of all expenditures of Settlement Funds and provide the County with quarterly or other periodic reports as required, detailing how funds were spent and demonstrating compliance with permitted uses provide supporting documentation upon request, including invoices, receipts, program descriptions, and outcome data.

The County reserves the right to audit or review the Agency's use of funds at any time.

7. Return of Funds

If the County determines that any Settlement Funds were used for non-permitted purposes, the Agency shall immediately cease the non-compliant activity, and, if requested repay the misused funds to the County within 30 days of written notice.

The County may withhold future disbursements if the Agency fails to comply with this Agreement.

8. Term and Termination

This Agreement becomes effective on the date of the last signature below and remains in effect until all Settlement Funds are spent and all reporting obligations are satisfied. The Agency agrees to keep all supporting documentation for a period of three (3) years following the last expenditure of the funds

The County may terminate this Agreement early for failure to comply with permitted-use requirements, failure to provide required reports, misuse of funds and any other material breach of this Agreement

Upon termination, the Agency must return any unspent or improperly spent funds.

9. Indemnification

The Agency agrees to indemnify and hold harmless the County, its officials, and employees from any claims, liabilities, or damages arising from the Agency's use or misuse of Settlement Funds.

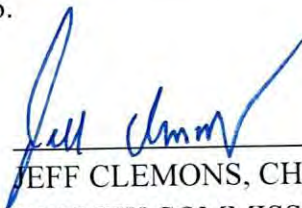
10. Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the distribution and use of Settlement Funds and supersedes all prior discussions or agreements.

Done this the 21st day of April, 2026.



JEFF CLEMONS, CHAIRMAN OF THE CULLMAN
COUNTY COMMISSION



RESTORING WOMEN OUTREACH, INC.

BY: Carol D Berry

ITS: Exec. Director

AGREEMENT FOR USE OF OPIOID SETTLEMENT FUNDS

This Agreement is entered into by and between the Cullman County Commission ("County") and the Cullman County District Attorney, Champ Crocker ("Agency") for the purpose of distributing and administering funds received by the County as part of the nationwide opioid litigation settlement ("Settlement Funds").

1. Purpose

The purpose of this Agreement is to ensure that all Settlement Funds distributed to the Agency are used solely and exclusively for opioid remediation, treatment, prevention, recovery, and other approved uses as defined in the national opioid settlement documents and any applicable Alabama state guidelines.

2. Authority

The County has received Settlement Funds pursuant to national settlements with opioid manufacturers, distributors, and related entities. The County is authorized to distribute a portion of these funds to local agencies for approved opioid-remediation purposes.

3. Distribution of Funds

The County agrees to distribute to the Agency the amount of \$30,000 in Settlement Funds. Funds shall be disbursed in accordance with County procedures and may be provided in a lump sum or installments as determined by the County.

4. Permitted Uses

The Agency agrees that all Settlement Funds will be used only for purposes permitted under the national opioid settlement, including but not limited to, treatment of opioid use disorder, support for individuals in recovery, prevention and education programs, harm-reduction strategies, training for first responders or medical personnel, costs associated with expanding treatment capacity, or other approved remediation uses as defined in the settlement terms.

The Agency shall not use Settlement Funds for general operating expenses, unrelated programs, or any purpose not expressly permitted under the settlement.

5. Compliance With Settlement Terms

The Agency acknowledges that the Settlement Funds are subject to strict use and reporting requirements. The Agency has reviewed or has had the opportunity to review the applicable settlement documents. Additionally, the Agency agrees to comply with all federal, state, and settlement-specific requirements governing the use of these funds.

6. Reporting and Documentation

Upon the execution of this Agreement the Agency shall maintain complete and accurate records of all expenditures of Settlement Funds and provide the County with quarterly or other periodic reports as required, detailing how funds were spent and demonstrating compliance with permitted uses provide supporting documentation upon request, including invoices, receipts, program descriptions, and outcome data.

The County reserves the right to audit or review the Agency's use of funds at any time.

7. Return of Funds

If the County determines that any Settlement Funds were used for non-permitted purposes, the Agency shall immediately cease the non-compliant activity, and, if requested repay the misused funds to the County within 30 days of written notice.

The County may withhold future disbursements if the Agency fails to comply with this Agreement.

8. Term and Termination

This Agreement becomes effective on the date of the last signature below and remains in effect until all Settlement Funds are spent and all reporting obligations are satisfied. The Agency agrees to keep all supporting documentation for a period of three (3) years following the last expenditure of the funds

The County may terminate this Agreement early for failure to comply with permitted-use requirements, failure to provide required reports, misuse of funds and any other material breach of this Agreement

Upon termination, the Agency must return any unspent or improperly spent funds.

9. Indemnification

The Agency agrees to indemnify and hold harmless the County, its officials, and employees from any claims, liabilities, or damages arising from the Agency's use or misuse of Settlement Funds.

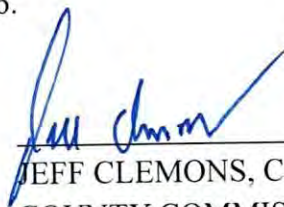
10. Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

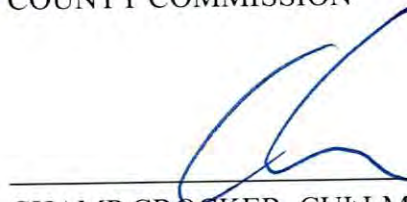
11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the distribution and use of Settlement Funds and supersedes all prior discussions or agreements.

Done this the 21st day of April, 2026.



JEFF CLEMONS, CHAIRMAN OF THE CULLMAN
COUNTY COMMISSION



CHAMP CROCKER, CULLMAN COUNTY DISTRICT
ATTORNEY



SEA Entertainment Booking Agency
1218 Browning Ave • Birmingham, AL 35213
205-307-6790 office • 205-937-1160 text
amber@seattractions.com

CONTRACT 2044	for office use only	
	DEP	BAL
	Date: PAID	Date: _____
	Amt: PAID	Amt: _____
	Type: PAID	Type: _____

This contract for the services of Artist(s) (musicians) on the engagement described below, made this 16 day of April 2026 between the undersigned Purchaser and "Festival Talent" (Artists). The Artist(s) (musicians) is/are engaged severally on the terms and conditions stated herein. The Leader (of the Artists) represents that all the Artist(s) (musicians) already designated have agreed to be bound by the terms and conditions of this contract. Artist(s), upon acceptance, shall be bound by the terms and conditions stated herein and may enforce this agreement. **Any and all additions, deletions and/or alterations to this Contract must be in writing and approved in writing by all parties to this Contract.**

- 1 ARTIST(S): "FESTIVAL TALENT" - MORE COWBELL; THE CONNECTION; ALBERT SIMPSON BAND; TAYLOR HICKS; THE TAYLOR HICKS BAND
- 2 PLACE OF ENGAGEMENT: Smith Lake Park Fireworks & Music Festival
- 3 ADDRESS OF ENGAGEMENT: 403 County Road 386
Cullman, AL 35057
- 4 DATE(S) OF ENGAGEMENT: Saturday July 4, 2026
- 5 HOURS OF ENGAGEMENT: Festival 2:00 PM- 9:00 PM *Performance times listed below; see line #10**
- 6 TYPE OF ENGAGEMENT: Festival
- 7 FEES AGREED UPON: \$23,000.00

TERMS

The monetary compensation (fees) includes all expenses including, but not limited to travel, lodging, Social Security etc., unless otherwise stated. The Artist(s) executes this agreement as an independent contractor, not as an employee of SouthEastern Attractions, Inc. Responsibility for appropriate payments of payroll taxes and charges under applicable federal and state law will be assumed by the Artist(s). The monetary compensation (fees) also must be paid in full without any deductions whatsoever.

8. Purchaser will make payment of fees as follows:

DEPOSIT of \$11,500.00 to be forwarded to and paid in the name of SouthEastern Attractions, Inc. upon the execution of this Contract. **BALANCE of \$11,500.00** to be paid in the name of SouthEastern Attractions by **06/04/2026**.

9. The terms of this Contract shall control the provision of services by the Artist(s). The Purchaser shall supervise, direct and control the Artist(s) during said engagement. SouthEastern Attractions, Inc. shall in no way be responsible for the control of the manner, means and details of the performance of the Artist(s). Artist(s) reserves the right to refuse to perform outdoor engagements when, in their judgment, weather conditions would be detrimental to instruments and/or Artists. A suitable indoor location should be reserved as an alternate in the event of poor weather conditions. Further, Purchaser agrees that the full contract price shall be paid to the Artist(s) if no alternative site is reserved as this completely is the Purchaser's responsibility. Purchaser agrees to be responsible for any and all damage to Artist(s)'s equipment if said damage is caused by the Purchaser and/or its guests.

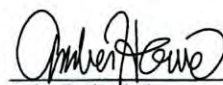
*10. PERFORMANCE TIMES:

- 2:30 PM- 3:30 PM - More Cowbell
- 4:00 PM- 5:00 PM - The Connection
- 5:30 PM- 7:15 PM - Albert Simpson Band
- 7:45 PM- 9:00 PM - Taylor Hicks and Band

11. **PRODUCTION:** SEA is providing sound & lighting production, stage crew, and backline via Kenny McDowell. **BUYER** to furnish all staging.

Terms and conditions on back page hereby are made part of this Contract
(Attached riders, if any, also are hereby made part of this Contract.)

 4/21/2026
Purchaser _____ Date _____
Shane Bailey
Smith Lake Park Fireworks & Music Festival
403 County Road 386
Cullman, AL 35057

 05/21/2026
Artist (by leader) _____ Date _____
Southeastern Attractions
1218 Browning Ave
Birmingham, AL 35213



2044

SEA Entertainment Booking Agency
1218 Browning Ave • Birmingham, AL 35213
205-307-6790 office • 205-937-1160 text
amber@seattractions.com

Additional Terms and Conditions

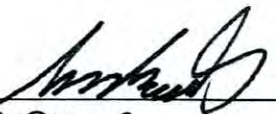
Agreement of the Artist(s) to perform is subject to detention by sickness, accident, civil tumult, strikes, epidemics, acts of God and/or conditions beyond their control. In any such event, any deposit paid by Purchaser will be transferred, without penalty, to a mutually agreeable date or refunded. No part of the performance shall be recorded, reproduced or transmitted from the place of the engagement in any manner or by any means whatsoever in the absence of a specific written agreement with the Artist(s) relating to and permitting such recording, reproduction or transmission.

Artist(s) and Purchaser agree that SouthEastern Attractions Inc. has performed a valuable service to each of them and for the service agree with each other and guarantee to SouthEastern Attractions Inc., should Artist(s) accept employment again from the Purchaser within twenty four (24) months following the play date of this Contract, the Artist(s) and Purchaser will negotiate any such play date through SouthEastern Attractions Inc. and in the event that said future play date is not negotiated by SouthEastern Attractions Inc., Artist(s) shall pay SouthEastern Attractions Inc., its usual and customary commission for the arrangement of said play date. Non-payment of the deposit shall not relieve the Purchaser of the obligations set forth herein. This forfeiture is in addition to any other remedies enumerated in this Contract or afforded by law to the Artist(s) and/or SouthEastern Attractions, Inc.

Purchaser, in entering into this Contract, or in causing the same to be signed by a representative acknowledges his/her authority to do so, warrants that he/she is of legal majority and hereby personally assumes full responsibility and liability for the amount (fee) stated herein, plus any fees and costs (including attorney's fees in the maximum amount authorized by law) incurred in collecting the full monetary compensation (fee). This agreement shall be governed by, construed and enforced in accordance with the laws of The State of Alabama. It is understood and agreed by the Purchaser and the Artist(s) that SouthEastern Attractions Inc. is not a party to this Contract and that its only function is that of an entertainment bureau and further that SouthEastern Attractions, Inc. is not responsible to either party for breach of this Contract. It further is understood that SouthEastern Attractions, Inc. assumes no liability hereunder.

ARBITRATION

Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court including the right to a jury trial. Any controversy or claim arising out of or relating to this Contract (agreement) and all associated negotiations, conversations and/or discussions of the parties and SouthEastern Attractions, Inc. and/or their officers, directors, agents, and/or employees directly and/or through a broker shall be resolved by arbitration in Birmingham, AL in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The undersigned hereby acknowledge that they voluntarily have agreed to submit any controversies arising as a result of this Contract as stated hereinabove to arbitration.


Purchaser

Artist (by Band Leader/ Manager)

4/21/24
Date
05/21/2026
Date

Smith Lake Park-July 4, 2026- 2pm-9pm w/ fireworks

Proposal includes:

Full sound and light production with backline and crew

5 bands

Production manager on site to coordinate the entire show

SEA will handle contracts and payments for all bands and production company and day of show logistics.

Schedule of events-

Production company and first band to load in prior to 2pm start.

2:00-2:30- recorded music

2:30-3:30-More Cowbell

<https://southeasternattractions.com/more-cowbell/>

4:00-5:00-The Connection

<https://southeasternattractions.com/connection/>

5:30-7:15-Albert Simpson and Band

<https://southeasternattractions.com/albert-simpson/>

7:45-9:00-Taylor Hicks and Band- American Idol winner 2006

<https://southeasternattractions.com/taylor-hicks/>

(Taylor Hicks Meet and Greet After Show- he will sell merchandise, sign autographs, and take pictures.)

Music can be played during fireworks if needed

**Production company and last band to load out after fireworks-
approximately 9:15pm.**

Total-\$22,000

Quote

DONOHOO CHEVROLET



1000 Greenhill Blvd NW | Fort Payne, AL 35967

Date: 03/20/2026

Bill To:	Point of Contact:
Cullman County Commission	Shane Bailey

Contract
MA240000004920

2027 Equinox 2LT, AWD, White	
Base model	\$29,661.00
Quoted Invoice for options	\$31,569.00
AL State Contract Price	\$26,829.00
Vehicle Invoice Difference	\$1,908.00
Shipping	\$0.00
2.00 per mile	
Title application fee	\$16.50
Final Vehicle Price	\$28,753.50

Quantity	1
-----------------	---

Total Price	\$28,753.50
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CULLMAN 310 AUTHORITY

(256) 737-1915
Fax (256) 734-3231

1807 Beech Avenue, S.E.
Cullman, Alabama 35055

March 13, 2026

Cullman County Commission
Jeff Clemons, Chairman
500 2nd Avenue SW, Suite 202
Cullman, AL 35056-0698

Dear Chairman,

Listed below are the names of the Cullman County Center for the Developmentally Disabled, Inc. Board members as of this date. Burma Graves has agreed to serve another term on our board. We respectfully request that she is reappointed by the commission. She has been great a contributor and is very active on our board. We are grateful for her service to people with special needs in Cullman.

<u>CITY APPOINTED</u>	<u>EXPIRATION</u>	<u>COUNTY APPOINTED</u>	<u>EXPIRATION</u>
Paula Walker	2030	Mary Dean Lamar	2031
Darlene Quick	2031	Mike Cone	2030
Edgar Veigl	2026	Pamela E. Nail	2031
Bevely Wilkerson	2025	Burma Graves	2026
Frances Cooper	2031	James Golden	2028

Thank you for your assistance in regards to this matter. If you have any questions, please call me.

Sincerely,



Charese Morris
Director



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

March 24, 2026

Proposed considerations for upcoming Commission meeting on April 21, 2026.

- Proposed plat The Village on 1459 Subdivision. A minor subdivision containing 6 Lots in Commission District 1. The subdivision is located on County road 1459, half a mile off of the Fairview / Eva road at the Morgan County line.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County Date 3-5-2026

Subdivision Name The Village on 1459

Location 930 Co Rd 1459 Vinement AL

No. Proposed Lots 6

Type: ☐ Major ☐ Minor

Total Length Proposed Road(s) _____

Total acres _____

Owner(s)/Developer(s) Chris Tyree

Mailing Address 277 Nathan Loop

Phone # 205 275 6553

Arley AL 35541

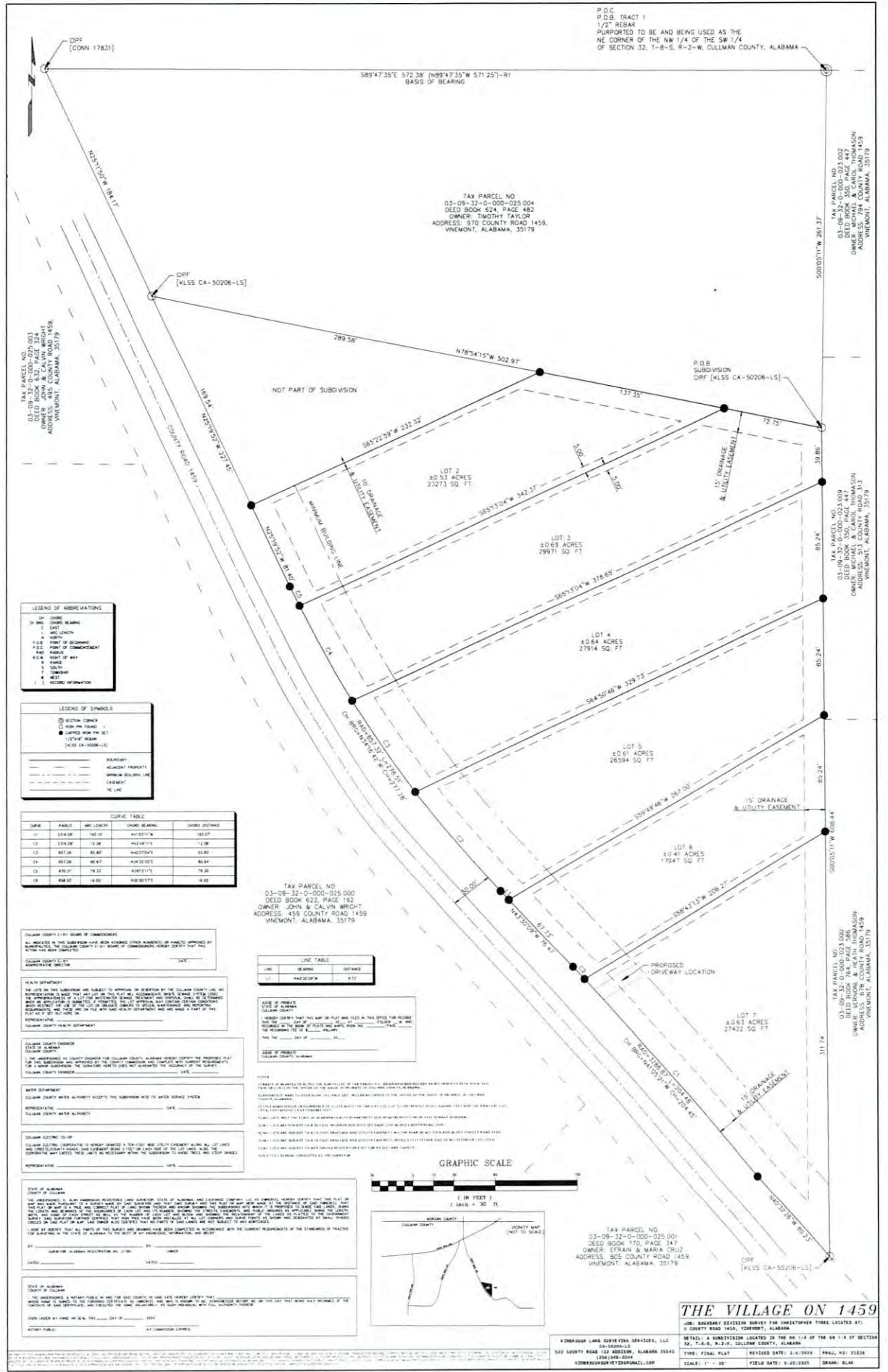
Fax # _____

Email bamatyree@bellsouth.net

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.

Chris Tyree
Owner(s)/Developer(s) Signature

3-5-2026
Date



LEGEND OF ABBREVIATIONS

CH	CHORD
DB	DEED BOOK
E	EAST
L	LOT
N	NORTH
P.O.B.	POINT OF BEGINNING
P.C.	POINT OF COMMENCEMENT
RAD	RADIUS
S	SOUTH
W	WEST
W	WEST
W	WEST

LEGEND OF SYMBOLS

○	SECTION CORNER
●	IRON PIN FOUND
■	CAPED IRON PIN SET
○	1/4" IRON PIN
○	1/4" IRON PIN

---	BOUNDARY
---	ADJACENT PROPERTY
---	ADJACENT PROPERTY
---	ADJACENT PROPERTY
---	ADJACENT PROPERTY

CURVE TABLE

CHORD	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
1.00	1.5708	N45°00'00"E	1.5708
2.00	3.1416	N45°00'00"E	3.1416
3.00	4.7124	N45°00'00"E	4.7124
4.00	6.2832	N45°00'00"E	6.2832
5.00	7.8540	N45°00'00"E	7.8540
6.00	9.4248	N45°00'00"E	9.4248
7.00	10.9956	N45°00'00"E	10.9956
8.00	12.5664	N45°00'00"E	12.5664
9.00	14.1372	N45°00'00"E	14.1372
10.00	15.7080	N45°00'00"E	15.7080

TAX PARCEL NO.
03-09-32-0-000-025.000
DEED BOOK 624, PAGE 182
OWNER JOHN & CALVIN WRIGHT
ADDRESS 459 COUNTY ROAD 1459
VINEMONT, ALABAMA, 35779

LINE TABLE

LINE	BEARING	DISTANCE
1	N45°00'00"E	9.57
2	N45°00'00"E	9.57

USE OF PROBABLY
THIS SURVEY
CULLMAN COUNTY
I, _____, Surveyor, do hereby certify that this map or plat was filed in this office for record in accordance with the provisions of the Alabama Code, Title 40, Chapter 24, Section 24-1-1, and that the same is a true and correct copy of the original as filed in this office.

DATE OF FILING
CULLMAN COUNTY, ALABAMA
I, _____, Surveyor, do hereby certify that this map or plat was filed in this office for record in accordance with the provisions of the Alabama Code, Title 40, Chapter 24, Section 24-1-1, and that the same is a true and correct copy of the original as filed in this office.

GRAPHIC SCALE
1 inch = 30 ft.



TAX PARCEL NO.
03-09-32-0-000-025.001
DEED BOOK 770, PAGE 347
OWNER EYAN & MARIA CRUZ
ADDRESS 805 COUNTY ROAD 1459
VINEMONT, ALABAMA, 35779

THE VILLAGE ON 1459

JOE BOUNDARY SURVEY FOR CHRISTOPHER THREE LOCATED AT:
A COUNTY ROAD 1459, CULLMAN COUNTY, ALABAMA
TYPE: FINAL PLAT
REVISED DATE: 2/21/2025
SCALE: 1" = 30'
FIELD DATE: 2/21/2025
DRAWN: BLANK

KIMBERLY LAND SURVEYING SERVICES, LLC
357 COUNTY ROAD 1459, VINEMONT, ALABAMA 35779
(205) 498-0004
KIMBERLY@KIMBERLYSURVEYING.COM

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

March 25, 2026

Proposed considerations for upcoming Commission meeting on April 21, 2026.

- Proposed plat Willow Run Subdivision Phase 1. A minor subdivision containing 4 Lots in Commission District 1. This subdivision is located on the corner of County Road 1433 and County Road 1428, one and a half miles south of Enon Missionary Baptist Church.
- Proposed plat Willow Run Subdivision Phase 2. A minor subdivision containing 7 Lots in Commission District 1. This subdivision is located on the corner of County Road 1387 and County Road 1428, one and a half miles south of Enon Missionary Baptist Church.