



# ***Dale County Commission***

## **Commission Meeting Minutes – September 10, 2024**

The Dale County Commission convened in a regular session Tuesday, September 10, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; and District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Wilson followed with the Pledge of Allegiance.

### **APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS**

Commissioner Carroll made a motion to approve the agenda.

#### **Memorandum of Warrants:**

- Accounts Payable Check Numbers: 100163 – 100264.
- Payroll Check Numbers: 154985 – 154986.
- Direct Deposit Check Numbers: 429985 - 430029.

Minutes: Commission Meeting of August 27, 2024.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

### **APPROVED – PERSONNEL TRAVEL**

Commissioner Wilson made a motion to approve the following:

- Matt Murphy, Andrew Faulk, Christian Bostrom – R&B – ALDOT Bridge Inspection Training – October 16-17, 2024.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – FY 25 REAPPRAISAL BUDGET**

Commissioner Grantham made a motion to approve the FY 25 Budget for the Reappraisal department. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – FY 25 LONG TERM DETENTION CONTRACT**

Commissioner Grantham made a motion to approve the FY 25 Dept of Youth Services' Long Term Detention Contract for juvenile detention. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – TOWN OF ARITON WORK REQUEST**

Commissioner Carroll made a motion to approve a work request of the Town of Ariton for Lagoon Road. Exhibit 3.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

**APPROVED – TOWN OF ARITON WORK REQUEST**

Commissioner Carroll made a motion to approve a work request of the Town of Ariton for Co Rd 204. Exhibit 4.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – SCRAPE TIRE AGREEMENT**

Commissioner Grantham made a motion to approve an AL Dept of Environmental Management Agreement for scrape tires. Exhibit 5.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – SOLID WASTE DEBT COLLECTION**

Commissioner Wilson made a motion to approve an agreement with Prim-Mendheim Attorneys-at-Law for collection of Solid Waste debt. Exhibit 6.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

**APPROVED – WORKERS’ COMPENSATION FUND**

Commissioner Enfinger made a motion to approve a Workers’ Compensation Fund Agreement for 3 years. Exhibit 7.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED – ARPA BROADBAND**

Commissioner Grantham made a motion to approve a funding agreement for the ARPA Broadband Grant. Exhibit 8.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, September 24, 2024, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Carroll made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



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**Steve McKinnon, Chairman**

50 North Ripley Street  
Montgomery, AL 36130

revenue.alabama.gov

Alabama  
Department  
of Revenue



August 28, 2024

Honorable Eleanor Outlaw  
Dale County Revenue Commissioner  
P.O. Box 267  
Ozark, AL 36361

Dear Ms. Outlaw:

The Department of Revenue has completed a review of the proposed Appraisal & Mapping Budget for FY 2024-2025. The request of \$752,618.40 appears to be in order.

Immediately following the County Commission's review and approval of the budget, the county administrator should send a letter providing the following information:

- Confirmation of the County Commission's approval.
- Balance of unencumbered funds as of September 30, 2024 (final reconciled cash balance).
- County Commission's decision on how the balance will be handled. \*\*
- Attached copies of the final approved budget and salary listing.

*\*\* The amount may either be carried forward to reduce the necessary withholding or refunded for redistribution to the various funds and agencies from which it was withheld. This will be used to determine the amount of withholding the Department will approve for the FY 2024-2025 budget. Therefore, it should be provided as soon as the information necessary to do so becomes available.*

These documents should be emailed to [Brandon.Causey@revenue.alabama.gov](mailto:Brandon.Causey@revenue.alabama.gov) as soon as possible to ensure the withholding information can be provided early in the collections period.

Your assistance and cooperation in this matter is greatly appreciated. If you have any questions, please email or call (334)-242-1534.

Sincerely,

Brandon Causey, Budgets and Legislation Supervisor  
Property Tax Division

Attachment

cc: Ms. Cheryl Ganey, Administrator

## Reappraisal Budget 2024-2025

		2024-2025	
113	Other wages and salary		312,300.00
114	Part-time salaries		21,713.00
116	Overtime		-
121	Retirement Contributions		38,752.00
122	Health Insurance		67,656.00
123	Life Insurance		450.00
124	FICA EMPLOYER'S SHARE		25,552.00
125	WORKER'S COMPENSATION INSURANCE		1,911.00
126	UNEMPLOYMENT INSURANCE		100.00
127	Cost of Retiree Insurance		2,315.00
141	Dental		1,393.00
154	LEGAL SERVICES-(NEW FOR 2017)		12,000.00
156	EMPLOYEE DRUG TESTING		350.00
164	Auditing Personal Property Contract	Gov'tment Services	25,920.00
170	Training/education		2,000.00
171	Dues	4@100.00	400.00
179	Aerial Photography	3 yr = 160,414.20	53,471.40
181	Flagship / ESRI Services		44,050.00
199	Misc services by others	(2) Days BOE	600.00
211	Office supplies		8,300.00
212	Fuel and lubricants	gasoline increases	4,000.00
224	Postage Machine Rent (new)		1,000.00
233	Repair and maintenance office equipment		1,500.00
234	Repairs and maintenance motor vehicles		1,500.00
241	Contract - Ingenuity software		37,325.00
241	Fox Hill Maintenance	1/3 of 3900.00	15,600.00
241	Fox Hill Email Charges	150.00 x 3	450.00
243	Utilities		2,700.00
251	Telephones		7,300.00
252	Postage		30,000.00
253	Advertising		550.00
255	Cellular Service		2,000.00
256	GPS Object Code		500.00
262	Mileage		2,500.00
264	Room and meals		9,000.00
265	Registrations and training		3,500.00
271	Insurance on building		2,500.00
272	Insurance on motor vehicles (2)		1,100.00
274	General Liability Insurance		2,800.00
409	Subscriptions		1,560.00
470	Minor office equipment & Furn. \$500-\$4999		4,000.00
541	Direct equipment and furniture		2,000.00
550-551	Purchase new vehicle		-
	total budget		752,618.40

State of Alabama




**KAY IVEY  
GOVERNOR**

**STEVEN P. LAFRENIERE  
EXECUTIVE DIRECTOR**

Post Office Box 66  
Mt. Meigs, Alabama 36057

August 13, 2024

To: Juvenile Court Judge and/or  
Chief Probation Officer

From: LeTonya Bowman   
Accounting Director

Re: Long Term Detention Subsidy Contract

Please find enclosed your revised long-term detention subsidy contract for BFY 2025 (October 1, 2024 through September 30, 2025). Please read the green highlighted changes and complete the form by stating your Detention Center choice on the line under the yellow highlighted phrase and obtaining the signature of your County Commission Chairman. The form should then be returned to me at the address listed below:

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

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



**ALABAMA DEPARTMENT OF YOUTH SERVICES**  
**LONG TERM DETENTION SUBSIDY CONTRACT**

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

WITNESSETH

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

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2024 through September 30, 2025, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days, or 16 business days between October 1, 2024, and September 30, 2025), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

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

**Indicate Detention Center chosen by County to receive funds below:**

Southeast Alabama Diversion Center

  
Chairman, County Commission

**ALABAMA DEPARTMENT OF YOUTH SERVICES**

\_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

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



## Work Request Form Dale County Road & Bridge Department

Government Entity: Town of Arifton Water Board

Date Requested: 8/27/2024

Requested by: Douglas Cherry

Project Location: Lagoon Road

Description of Work: Repairing road that was damaged by flood water.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost Estimate: \$5,387.56

(to be completed by County  
Engineer and/or personnel

### Road and Bridge Reimbursement Options:

  X    
\_\_\_\_\_  
\_\_\_\_\_

- 1. 100% by the requesting entity
- 2. 50% General Fund /50% requesting entity
- 3. 100% by the General Fund

Commission Meeting Date: 7/9/2024

Approved (Y/N): \_\_\_\_\_

**NOTE:** Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

**Mayor:**  
David Walsh

**Council Members:**  
Bill Knox, *Mayor Pro Tem*  
Andy Cook  
Ben Key  
Ulysess Lightner  
Rhonda Peters

P.O. Box 53  
Ariton, AL 36311

Phone & Fax:  
(334) 762-2266

Town Clerk:  
Jacqueline Danner



August 27, 2024

Town of Ariton Water Board  
P.O. Box 53  
Ariton, Alabama 36311

Dale County Commission  
202 Highway 123 South Suite C  
Ozark, Alabama 36360

Dear Commission,

Town of Ariton Water Board would like to request an approval to repair the Ariton Lagoon Road. The road was damaged by flood water. Cost of activity (\$5,387.56).

Thank You,

Douglas Cherry  
Water Board Chariman

## Work Request Form Dale County Road & Bridge Department

Government Entity: Town of Arton Water Board

Date Requested: 8/26/2024

Requested by: Douglas Cherry

Project Location: County Road 204

Description of Work: Repairing road where it was damaged from draining water tanks  
\_\_\_\_\_  
\_\_\_\_\_

Cost Estimate: \$1,691.34

(to be completed by County  
Engineer and/or personnel)

### Road and Bridge Reimbursement Options:

- X
- \_\_\_\_\_
- \_\_\_\_\_

1. 100% by the requesting entity
2. 50% General Fund /50% requesting entity
3. 100% by the General Fund

Commission Meeting Date: 7/9/2024

Approved (Y/N): \_\_\_\_\_

**NOTE:** Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

**Mayor:**  
David Walsh

**Council Members:**  
Bill Knox, Mayor Pro Tem  
Andy Cook  
Ben Key  
Ulysess Lightner  
Rhonda Peters

P.O. Box 53  
Ariton, AL 36311

Phone & Fax:  
(334) 762-2266

Town Clerk:  
Jacqueline Danner



August 26, 2024

Town of Ariton  
P.O. Box 53  
Ariton, Alabama 36311

Dale County Commission  
202 Highway 123 South Suite C  
Ozark, Alabama 36360

Dear Commission,

Town of Ariton Water Board would like to request the approval of repairing County Road 204. The road was damaged from draining the water tank for repairs. The cost estimate \$1691.34.

Thank You,

A handwritten signature in black ink that reads "Douglas Cherry". The signature is written in a cursive style.

Douglas Cherry  
Water Board Chairman

STATE OF ALABAMA     )  
  )  
MONTGOMERY COUNTY    )

CONTRACTUAL AGREEMENT BETWEEN  
DALE COUNTY COMMISSION  
AND THE ALABAMA DEPARTMENT  
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Dale County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1.     Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included in this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2.     Payment

A.     The Department agrees to reimburse the Contractor an amount not to exceed \$150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B.     The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of expiration of this Agreement.

C.     In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from \$3,000.00 to \$7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-16-50 et. Seq. of the Code of Alabama, as amended.

D.     The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The number of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of \$250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of \$500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the contract or remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

## Exhibit 5

### 3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on 9/30/2027 12:00:00 AM. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Scrap Tire Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

### 4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

### 5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

### 6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

### 7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, 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 funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

### 8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable, the Subrecipient agrees that the Comptroller General of the United States or any of his/her duly authorized representatives, the EPA Office of Inspector General or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, (ninety days after ), have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Subrecipient involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents. The Subrecipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Subrecipient involving transaction related to this Agreement upon written request from the Director of the Department.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.



17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Dale County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Dale County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Dale County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

23. No Funds for Lobbying Clause.

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. 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 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.

**ATTACHMENT A**

**SCOPE OF SERVICES**

This Scope of Services is applicable to the collection, management, recycling, beneficial re-use and, as a last resort, disposal of discarded scrap tires or scrap tire materials funded by the Alabama Scrap Tire Fund. The associated contractual agreement shall reimburse expenses associated with the services described below up to **\$150,000** for the duration of the contract or until the contract is otherwise modified or terminated.

The Dale County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

1. The collection of discarded scrap tires or scrap tire materials from county right-of-way (ROW) locations:
  - A. To be eligible for reimbursement under this scope of services, the above referenced locations (sites) cannot qualify as scrap tire sites or STSs (i.e., sites that contains more than 100 scrap tires) or unauthorized solid waste dumps or UADs as defined in ADEM Division 4 and 13 Regulations (i.e., sites that contains more than 10 cubic yards of regulated solid waste). If a site does qualify as a STS or a UAD, it is to be referred to the Department for its consideration and action.
  - B. Discarded scrap tires or scrap tire materials shall only be collected from county ROW property, monitored collection centers and/or other locations where nonprofit organizations (e.g., Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) are conducting a cleanup.
  - C. Subject to Department approval, the above services may be performed by nonprofit organizations (such as those referenced above) in lieu of the County.
  - D. All collected scrap tires or scrap tire materials shall be transported to the sites referenced in Condition 1.E., as they become available and as approved by the Department.
  - E. The Department is currently developing a network of tire processing operations in several locations throughout the state. As the availability of a processor in your area becomes available, the County will be required to transport all scrap tires or scrap tire materials managed under this contract to one of these locations unless the County can demonstrate to the Department that this requirement is unreasonable.
2. The County may accept eight (8) or less tires from individuals (proven to reside in the county) at no charge to the individual, to be recycled along with those scrap tires or scrap tire material collected under this contract (see Conditions 1.B. and 3.A.).
3. The proper management of the collected scrap tires or scrap tire materials in an appropriate manner until such time as they are recycled or disposed:

## Exhibit 5

- A. The County may establish monitored collection center(s) for scrap tires collected from the ROWs within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.
4. The County shall transport the collected scrap tires or scrap tire material to a Department-approved recycling facility for beneficial re-use or, as a last resort, to a permitted disposal facility. All collected scrap tires and scrap tire material shall be transported to the sites referenced in Condition 1.E., as they become available and as approved by the Department.
5. The County will conduct site restoration activities to minimize erosion for those areas where soils have been disturbed by heavy machinery, if required.
6. The County will submit to the Department, no more than once per quarter, a Payment Request and supporting documentation for the collection, management, recycling, beneficial re-use, or disposal of all collected scrap tires or scrap tire materials:
  - A. The payment request must include, at a minimum, the following: appropriate receipts, labor and equipment breakdown and costs, current industry standard equipment rates, scrap tire manifests, end-user agreements, and any documents deemed by the Department to be relevant to the clean-up, recycling or disposal of scrap tires or scrap tire materials.
  - B. The Department will neither accept nor approve payment requests submitted outside of the current fiscal year, unless submitting for the fourth quarter of that current fiscal year.
7. The County shall use the Alabama Environmental Permitting and Compliance System's (AEPACS) external portal to receive and submit all documentation associated with this program going forward (see Condition 6.A.). All counties, County Commissioners and their authorized representatives, enrolled in the Scrap Tire ROW program will be given access to the AEPACS portal and instructions on how to use the external portal to complete and submit their required documentation.
8. The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, recycling and disposal of discarded scrap tires or scrap tire materials such as overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection and disposal of scrap tires or scrap tire materials. The Scrap Tire ROW Program was established as a courtesy to help counties offset the costs associated with the removal of scrap tires found along their county right-of-ways. Before submitting a Payment Request, the responsible county personnel should contact the Department with questions regarding acceptable reimbursements.

**This agreement shall remain valid from date of execution of the interagency cooperative agreement until 9/30/2027 12:00:00 AM.**

24. Economic Boycott

"In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act."

DALE COUNTY COMMISSION

By: Steve McKinnon  
Steve McKinnon,  
Chairman

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: Lance R. LeFleur  
Lance R. LeFleur,  
Director

Digitally Signed By  
Jeff Kitchens  
08/29/2024, 01:27

AKG  
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 10<sup>th</sup> day of September, 2024.

H. SAMUEL PRIM, III \*  
LAUREN DONALDSON



**PRIM • MENDHEIM**  
ATTORNEYS AT LAW

R. CLIFF MENDHEIM †  
MORGAN P. HOGGLE ‡

\*ALSO LICENSED IN FLORIDA,  
GEORGIA & MISSISSIPPI

† ALSO LICENSED IN TENNESSEE  
‡ ALSO LICENSED IN FLORIDA

September 5, 2024

**BY EMAIL ONLY**

Dale County Commission  
Attn: Mr. Matt Murphy  
*matthew.murphy@dalecountyal.gov*

**RE: Engagement Letter – Collections – Dale County Commission – Solid Waste**

Dear Matt:

The purpose of this letter is to confirm that your organization agrees for Prim & Mendheim, LLC to represent it on an ongoing basis in collection matters. We look forward to a professional relationship with you. Our representation is limited to the matters described above. To the extent you wish to engage us to represent you in other matters, you may be required to sign a separate engagement letter.

This letter sets out our arrangements for billing for our services and other terms and conditions of our representation. We will, of course, be pleased to answer any questions you may have concerning these arrangements.

We will perform collection activity on a contingency basis. Our contingency fee will be 33% of any monies we collect, plus court costs. This contingency fee will be calculated as a percentage of the amount collected for each claim individually, after all previously advanced or reimbursed court costs have been refunded to Dale County Commission. Our law firm's fee assessed against the debtor will be calculated on the outstanding principal and interest of the debt owed to you at the time of placement. We may add fees to debtor accounts depending on the financial responsibility agreement with the debtor. If the financial responsibility agreement allows additional fees our office will add appropriate fees to the debt placed with us, thus in theory lowering your out-of-pocket fee to Prim & Mendheim, LLC.

**Bankruptcy.** Upon notification of a bankruptcy of the debtor, Dale County Commission shall promptly notify Prim & Mendheim, LLC. If our investigation reveals that there may be debtor assets available for distribution in connection with a bankruptcy claim, or, if our firm deems it in our client's best interests, our firm shall, unless otherwise notified in writing by our client, file a proof of claim. Our fee for drafting and filing a proof of claim is \$150.00, plus costs. Distribution of funds from bankruptcy trustees is to be made directly to our office and then to our client in the same manner as other collections. If our investigation reveals that there are no debtor assets available for distribution, our office will close the account.

Our firm will remit the net sum of funds collected, less our contingency fee, on a monthly basis, and we will invoice for any pre-approved out-of-pocket expenses incurred during the previous month.

Prim & Mendheim, LLC's primary method of sending and receiving written business communications is by email. While we may occasionally communicate via facsimile, U.S. Mail and/or

September 5, 2024  
Page 2

express carrier, we anticipate that our primary method of communication with you will be by email. We will take such steps as are necessary to timely respond to any email inquiries and/or communications based on the level of urgency thereof. However, you acknowledge and understand that due to the significant number of electronic communications sent and received and information transferred on a daily basis, responses to your electronic communications may not always be instantaneous. Status requests, correspondence and emails on this matter should be sent directly to Lauren Donaldson at Prim & Mendheim via email to: [ldonaldson@pm-firm.com](mailto:ldonaldson@pm-firm.com).

Dale County Commission agrees to provide our office with all the documentation necessary to pursue collections. Contingency fees are due for payments on all accounts placed for collection, regardless of the source of payment, and includes payments by insurance companies, Medicaid and Medicare payments made directly to our firm or your office. Additionally, your organization agrees to notify our firm of any payment made directly to your office on accounts placed for collection.

Dale County Commission will be responsible for all collection costs including filing fees, recording fees, garnishment fees and other necessary costs if we recommend legal action. We will only recommend suit if we feel confident that monies can and will be recovered barring any unforeseen change in the debtors' situation. In addition, collection costs shall also include any payment receipt and disbursement costs, such as but not limited to, credit card transaction fees, incoming and outgoing bank wire fees, and express or overnight courier fees.

Our firm will adhere to the Fair Debt Collection Practices Act as well as the Fair Credit Reporting Act. In addition, our firm will comply with particular client requirements in addition to the above.

This engagement letter is in no way an agreement that we will represent you on any counterclaim filed with the trial court or any appeal past the trial court. In the event any counterclaim or appeal is filed, further representation will also have to be agreed upon on a case-by-case basis. Any disputes arising out of or relating to this Engagement Letter shall be initiated and litigated in the court of appropriate jurisdiction of Houston County, Alabama.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter at your convenience to confirm our representation. If any of the terms set forth above are not in conformance with your understanding of our agreement, please contact me immediately. We look forward to representing you.

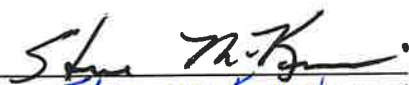
Sincerely,

/s/ R. Cliff Mendheim

R. Cliff Mendheim

ACKNOWLEDGED and Agreed to:

\_\_\_\_\_  
Date

 (sign)  
\_\_\_\_\_  
Steve McKindred (printed name), as  
\_\_\_\_\_  
Chg. 11-2024 (title/capacity), for  
Dale County Commission





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

TO: ACCA Workers' Compensation Self-Insurers Fund (WCSIF) Members

FROM: Sonny Brasfield, ACCA, Executive Director

DATE: September 1, 2024

RE: WCSIF Trustees Approve County Members' Refund and One-Time Longevity Bonus

Each year at this time the Board of Trustees of the ACCA Workers' Compensation Self-Insurers Fund evaluates the overall financial condition of the program and considers a refund of investment earnings to each participant. This year, the trustees have approved a refund of \$1.5 million, which will be distributed following the payment of all premium contributions. We congratulate you and the other Fund members on another outstanding year.

In addition, the trustees also approved a one-time program that provides eligible county Fund members with the ability to receive an additional refund equal to 10 percent of FY2024's estimated premium contribution. This one-time program is further evidence of the Fund's financial strength and commitment to providing the most cost-effective service to Alabama counties.

To be eligible for what we are calling the 2027 Longevity Bonus, a county commission must elect to continue its participation in the Fund through at least Sept. 30, 2027. Today all counties participate in the workers' compensation program through a one-year contract that automatically renews unless cancelled by the county within the time frames set out by the contract. The 2027 Longevity Bonus program will not void or repeal this contract but will only be a commitment not to exercise your ability to withdraw for at least the next three years.

By agreeing to be a participant for at least the next three years, counties are expressing their long-term commitment to the program, and, in exchange, the trustees are providing a return of a portion of this year's estimated premium-contribution as evidence of their commitment to provide further improvements in the next three years. Again, we congratulate you on the part you have played in making this exciting program possible.

We have enclosed a draft resolution for your consideration. Counties adopting and returning the resolution to us **before Dec. 1, 2024**, will be eligible for the one-time distribution. The payments will be made following the remittance of premium contributions by all county Fund members. We anticipate that this will be on April 1, 2025.

Please send your signed resolution to: ACCA WCSIF, c/o CRS, P.O. Box 589, Montgomery, AL 36101.

We hope you will consider being a part of the 2024 Longevity Bonus program and, as always, if you have any questions, please contact Henry van Arcken at 334-263-7594.



**WORKERS' COMPENSATION SELF-INSURED FUND RESOLUTION**

WHEREAS, Dale County is a member of the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund ("the Fund") on Oct. 1, 2024; and

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

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

WHEREAS, the Fund is providing a 2024 Longevity Bonus to those County participants who remain active members of the Fund through at least Sept. 30, 2027; and

WHEREAS, Dale County would benefit by voluntarily agreeing to extend its contracted annual participation in the Fund for a three-year period concluding on Sept. 30, 2027, at which time the provisions of the existing contract between Dale County and the Fund will remain in force unless altered as provided therein.

NOW, THEREFORE, BE IT RESOLVED by the Dale County Commission that it renews its participation in the Fund through Sept. 30, 2027, and hereby directs its Chair to immediately provide a copy of this resolution to the Fund.

AND, BE IT FURTHER RESOLVED, by the Dale County Commission that, should it voluntarily withdraw from the Fund prior to Sept. 30, 2027, it agrees to return the 2027 Longevity Bonus provided by the Fund, plus five (5) percent annual interest.

Adopted this the 10th day of September, 2024.



Steve McKinnon,  
County Commission Chairman

**AGREEMENT  
BETWEEN  
DALE COUNTY, ALABAMA  
AND  
PEA RIVER ELECTRIC COOPERATIVE  
FOR  
AMERICAN RESCUE PLAN ACT REVENUE REPLACEMENT FUNDING  
FOR A GRANT PROJECT TO EXPAND BROADBAND  
INFRASTRUCTURE AND SERVICES IN DALE COUNTY**

**THIS AGREEMENT** ("Agreement") is entered into this 10<sup>th</sup> day of Sept, 2024, by and between Dale County, Alabama (the "County") and Pea River Electric Cooperative ("PREC"), UEI No. TR33DST9WNNK4, (collectively, the "Parties").

**WHEREAS**, 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**, in accordance with the final rule issued by Treasury on January 6, 2022, the County has duly elected to designate a portion of its ARPA funds as revenue replacement funds ("ARPA revenue replacement funds"); and

**WHEREAS**, the Commission voted unanimously at its regular meeting on March 12, 2024, to allocate up to \$1,000,000 of ARPA funds for the expansion of broadband fiber optic infrastructure in the unserved and/or underserved areas of the County; and

**WHEREAS**, after identifying an unserved and underserved area of the county where expansion of broadband fiber optic infrastructure could be constructed to provide internet service opportunities to a significant number of citizens of the county, the County decided to undertake a county broadband expansion project for Dale County through a grant program (the "Dale Broadband Grant Program") designed to identify and award a grant to a qualified provider applicant who could construct broadband fiber optic infrastructure in the unserved and underserved area of the county as identified in an application to be advertised and solicited by the Dale County Commission; and

**WHEREAS**, the Commission thereafter unanimously approved the Dale County Broadband Grant Program Application ("Application"), adopted and incorporated as is set forth herein as Attachment B, which set forth the terms and conditions of a potential award of funds as required under federal and state guidelines and identified the priority area in which ARPA funds should be expended (the "Project Area") and, thereafter, submitted the Application for advertisement and solicitation of potential internet service providers; and

**WHEREAS**, in response to the Application, PREC submitted a completed application setting forth its qualifications and a proposed plan to complete a broadband infrastructure project within the Project Area in accordance with the terms and conditions of the potential award and applicable state and federal guidelines (the "Project"); and

**WHEREAS**, upon a recommendation by an evaluation team comprised of County staff members, the Commission determined that PREC possessed the requisite technical experience and expertise and financial capacity to perform the Project, and voted on May 28, 2024, to award PREC a broadband expansion grant to assist with the funding of the Project, said award to be conditioned upon the successful negotiation of the precise scope and amount of the award; and

**WHEREAS**, the Parties have agreed upon a detailed scope of work, including a detailed map of the project area within the county and the anticipated routes and locations to serve the priority area where work is to be performed, the timeline for performance of the work, a budget outlining the costs where work will be performed, and project metrics as required by Treasury reporting guidance ("Project Plan"), which documentation is attached as Attachment C and hereby incorporated as a part of this agreement; and

**WHEREAS**, the County and PREC desire to enter into an agreement governing the distribution and use of the ARPA funds allocated by the Commission for the implementation of this Project Plan in accordance with the provisions of the Grant Application and as outlined in Attachment C.

**NOW, THEREFORE**, it is agreed between the Parties that:

I. **PROJECT PURPOSE AND DESCRIPTION**

The purpose of the project is to expand fiber optic broadband infrastructure, to consist of backbone and lateral lines, pigtails, and similar equipment necessary to establish an approximately 26 mile broadband infrastructure framework in the Project Area.

II. **SCOPE OF WORK**

PREC will perform all tasks and functions established as requirements of the grant award in the Broadband Application found in Attachment B and as detailed in the Project Plan found in Attachment C, which tasks and functions shall include at a minimum, each of the following:

A. Construction of a broadband infrastructure framework consisting primarily of newly installed backbone, lateral lines, and pigtails in the Project Area as depicted in the Southeast Dale County fiber map dated April 8, 2024, submitted by PREC with its Dale Broadband Grant Program Application. Construction shall be performed pursuant to the standards and requirements set out in the referenced Application and the Project Plan and shall be completed within the timeframes set out in the Project Plan and required by this agreement. **Activities and related expenditures funded by this agreement shall not include the cost of installing connections from the broadband infrastructure framework to property or premises owned, leased, or occupied by private individuals or entities.**

B. Following completion of the construction of broadband infrastructure pursuant to this agreement, PREC shall offer affordable internet service to any and all eligible customers within the service area. Services shall be available as outlined in the Project Plan, and PREC shall at all times beginning with the initiation of operations in the Project Area and continuing through the five-year period established in the Application provide access to a broad-based affordability program for low-income customers meeting the requirements of the federal regulations and make that program available to eligible customers.

- C. Proper and timely completion of all reporting requirements established pursuant to Treasury's Compliance and Reporting Guidelines, including but not limited to submitting in a timely and comprehensive manner all data requested by the county to assist the county in meeting all ARPA reporting requirements.
- D. Performing latency and speed tests in a complete and timely manner as required by Section III, C, b of this agreement and all requirements of Treasury's Compliance and Reporting Guidelines, as set on the date of this agreement or amended in the future, and where applicable, paying all penalties due as a result of PREC's failure to meet the compliance standards for latency and speed.

### III. TERMS AND CONDITIONS OF AGREEMENT

- A. Period of Performance

The period of performance for this Agreement shall begin on the date of its execution by both parties and will end on or before December 31, 2026. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which PREC remains responsible for carrying out the approved activities; provided, however, that the period of performance for all activities related to this Agreement must conform with the period of performance for the County's ARPA award, as outlined by Treasury including, but not limited to:

  - 1. All funds obligated by December 31, 2024;
  - 2. All funds spent by December 31, 2026; and
  - 3. Projects started prior to November 28, 2022, are ineligible.
- B. Staffing

PREC shall ensure adequate and appropriate staffing by employees and/or contracted personnel is allocated to the performance activities necessary for the completion of the project and shall use all reasonable means that the project is implemented in accordance with the terms of this Agreement.
- C. Monitoring and Oversight of Project Performance

At a minimum, project oversight will include the following:

  - 1. PREC must provide notice to the County as soon as practical of all issues or potential factors expected to inhibit the successful implementation of the Project Plan, as well as a plan to mitigate any concerns.
  - 2. PREC shall take all reasonable measures to monitor its use of funds made available pursuant to this Agreement to ensure that the funds:
    - a. Are not expended for any purpose that would be prohibited under the terms of this Agreement and applicable state and federal law, including but not limited to the purposes described in Section VIII.B. and

- b. Are expended only for the installation of the broadband infrastructure framework as described in Section II.A. and included in the budget in Attachment C; and
  - c. Are fully expended during the period of performance of this Agreement.
3. For the purposes of monitoring, this Project shall be broken into two separate phases, the construction phase and the operational phase:
- a. At least once each quarter during the construction phase, beginning with the quarter ending September 30, 2024, and continuing until the project is completed and all funds have been expended for the purposes described in this Agreement, PREC will provide a written report to the County Project Monitor describing the status of the project and milestones that have been achieved. This report shall also include a summary of the nature and amount of expenditures of funds made available to PREC pursuant to this agreement for the applicable reporting period.
  - b. Upon completion of construction and beginning of operations, PREC shall update the Project Plan, included as Attachment C, to reflect the actual scope and project details as indicated. Additionally, as required by Treasury's Compliance and Reporting Guidelines, PREC shall provide a speed and latency test from an independent vendor utilizing the compliance standards and testing protocols for speed and latency established and used by the FCC. This Project Plan and latency testing shall be updated once per quarter for the duration of the Agreement.
  - c. In addition to the operational phase reporting, as a prerequisite for close out, for the quarter ending December 31, 2025, PREC shall provide detailed project location data as set forth in Appendix I to the Project and Expenditure Report User Guide issued by Treasury.

D. Project and Expenditure Reports  
 PREC shall provide project and expenditure information as requested by the County in support of the County's obligation to provide a Project and Expenditure Report to Treasury, including any programmatic information required under the Treasury's Compliance and Reporting Guidelines.

**IV. TOTAL AMOUNT OF ARPA REVENUE REPLACEMENT FUNDS OBLIGATED**

The maximum total amount of ARPA revenue replacement funds obligated for the Dale County Broadband Grant Program pursuant to this Agreement is \$503,204.61 or 60% of the actual cost of the installation of the broadband infrastructure framework as described in Section II.A., whichever is lower. No other ARPA or other federal funds are currently obligated or committed for this Project Plan by the County.

**V. TERMS OF PAYMENT AND PROCEDURES**

A. The total amount to be paid by the County under this Agreement shall not exceed \$503,204.61 or 60% of the actual cost of the installation of the broadband infrastructure framework as described in Section II.A., whichever is lower.

- B. Requests for payments shall be made no more than once per quarter and shall be submitted using the payment request form included in Attachment D to this agreement.
  - 1. Each payment request shall be accompanied by invoices substantiating the requested payment. Invoices must include a narrative description of the nature of the expenditure sufficient for the County to determine if the expense reflected in the invoice is related to activities that fall within the scope of work as set forth in Section II.A. of this agreement. Requests for payment shall be accompanied by a verified statement from an architect or engineer outlining the current status of the project and attesting that all work has been performed in compliance with industry standards and the requirements of the Project Plan outlined in Attachment C.
  - 2. The final payment shall be made at the completion of the project upon receipt of an invoice submitted by PREC, accompanied by a verified statement from an architect or engineer attesting that:
    - a. He or she has inspected the project;
    - b. Construction on the project is complete; and
    - c. The work on the project has been performed in compliance with industry standards and the requirements of the Project Plan outlined in Attachment C.

**VI. NOTICES**

Notices required by this Agreement shall be in writing and delivered via certified mail, postage prepaid. Any notice delivered or sent in accordance with this section shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement. Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Dale County Commission Attn: Cheryl Ganey ARPA Funds Project Monitor 202 Hwy 123 South, Suite C Ozark, AL 36360	Pea River Electric Cooperative Attn: Brenda Overton Broadband VP and Project Contact PO Box 969 Ozark, AL 36361
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**VII. GENERAL CONDITIONS**

**A. General Compliance**

The parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35,

and guidance issued by Treasury regarding the foregoing, including but not limited to the terms and conditions set forth in Attachment A to this Agreement.

B. Debarment or Suspension

By signing this Agreement, PREC certifies that it is eligible to receive federal funds and it is not excluded, suspended, or debarred from doing so.

C. Immigration Law

Chapter 13 of Title 31, Code of Alabama 1975, imposes conditions on the award of County contracts. PREC agrees to fully comply with any applicable provisions of the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. An executed Certificate of Compliance with this Act is found in Attachment D to this Agreement.

D. Economic Boycotts Law

In compliance with Ala. Code § 41-16-5, by signing this contract, PREC provides written verification that PREC, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. An executed Certificate of Compliance with this Act is found in Attachment E to this Agreement.

E. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as to create or establish the relationship of employer/employee between the Parties. PREC shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

F. Prohibition Against Acting as an Agent of the Commission

This Agreement and the relationship created hereby do not in any manner create, imply, or otherwise vest any authority in PREC to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that PREC is an agent of the Commission.

G. Hold Harmless

PREC shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of its performance or nonperformance of the project activities or subject matter called for in this Agreement.

H. Liability and Liquidated Damages

1. PREC agrees to repay to the County any funds provided by the County under this Agreement, plus interest, that the County determines have been expended in



violation of this Agreement and/or any federal, state, or local laws or policies governing the use of ARPA funds. This provision shall be in addition to and shall not be deemed to waive any rights or remedies of the County under the law.

2. In the event the results of the speed and latency tests required pursuant to Section II, C, 3, b and Treasury's Compliance and Reporting Guidelines reveal that PREC's systems are not meeting the standard speeds requested in the county's Grant Application set out in Attachment B, PREC shall pay the County \$25.00 per customer not receiving speeds that meet or exceed subscribed rates at the time of testing, provided the maximum amount to be paid by PREC for any testing period shall be \$5,000.

I. Amendments

1. The County or PREC may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, are signed by a duly authorized representative of each organization, and are approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release either the County or PREC from their respective obligations under this Agreement.
2. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both County and PREC.

J. Suspension or Termination

1. The County may suspend or terminate this Agreement if PREC materially fails to comply with any terms of the Agreement. Such material failures include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, and ARPA guidelines, policies, or directives as are applicable at any time;
  - b. Failure, for any reason, of PREC to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by PREC of reports or documentation that are incorrect in any material respect.

In the event the Agreement is terminated pursuant to this paragraph, PREC shall reimburse the County for any amounts already paid pursuant to this Agreement.

2. This Agreement may also be terminated upon mutual agreement of the Parties, including any related conditions.

3. This Agreement may also be terminated by either the County or PREC, in whole or in part, including for convenience, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety and PREC shall reimburse the County for any amounts already paid pursuant to this Agreement.

**VIII. LICENSURE REQUIREMENTS**

PREC certifies that it is currently and throughout the period of performance of this Agreement will remain in compliance with any applicable licensure requirements required by state or local law, and that such licensure requirement shall apply to any employees, consultants, or subcontractors working on the project authorized by this agreement.

**IX. EXPENDITURES**

- A. PREC certifies that it will take all reasonable measures to ensure that funds awarded pursuant to this Agreement are expended only on goods and services reasonably necessary to meet the purpose and goals of the project.
- B. PREC certifies that it will not expend any portion of the funds awarded pursuant to this Agreement for expenditures prohibited by the Final Rule, including the following:
  1. Deposits into pension funds;
  2. Debt service;
  3. Replenishment of financial reserves;
  4. Expenditures for programs or activities that undermine the practices included in the Centers for Disease Control's guidelines and recommendations for stopping the spread of COVID-19; and
  5. Expenditures for programs or activities in violation of state, federal, or local laws.

**X. ADMINISTRATIVE REQUIREMENTS**

- A. Financial Management  
PREC agrees to undertake financial management measures necessary to separately account for expenditures of funds awarded pursuant to this Agreement.
- B. Documentation and Record Keeping
  1. Records to be Maintained  
PREC shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
    - a. Records demonstrating compliance with the terms of this Agreement;

- b. Financial records demonstrating the purpose and amount of expenditures of the funds awarded pursuant to this Agreement; and
- c. Documentation demonstrating compliance with any applicable provisions of the terms and conditions of the County's ARPA Award.

2. Retention Period

PREC shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Audits and Inspections

All records of PREC with respect to any matters covered by this Agreement shall be made available to the County or any of its authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by PREC within thirty (30) days after receipt by PREC. Failure of PREC to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

## XI. CONDUCT

A. Assignability

PREC shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Any consent to assignment shall not be considered consent to any subsequent assignment.

B. Conflict of Interest

No employee, officer, or agent of PREC shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

C. Lobbying

1. PREC hereby certifies that funds provided pursuant to this Agreement will not be used for any direct or indirect payments for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
2. PREC further certifies that it will not and has not used federal appropriated funds for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

- D. Religious Activities  
PREC agrees that funds provided under this Agreement will not be utilized for inherently religious activities.
- E. Employment Restrictions: Prohibited Activity  
PREC is prohibited from using funds provided herein or personnel employed in the administration of the program for the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**XII. SEVERABILITY**  
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**  
The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**  
The County's failure to act with respect to a breach by PREC does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**  
This Agreement constitutes the entire agreement between the County and PREC for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and PREC with respect to this Agreement.

Project No.: 01045-519-240312-0023

ALN: 21.027  
County FAIN No.: SLFRP1206

**IN WITNESS WHEREOF**, the County and PREC have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**DALE COUNTY COMMISSION**

**PEA RIVER ELECTRIC COOPERATIVE**

By: Steve McKinnon  
Steve McKinnon, Chair

By: Jeff Hodges  
Jeff Hodges, CEO

Date: 09-09-24

Date: 9-6-2024

Attest: Cheryl Ganey  
Cheryl Ganey, Dale County Administrator

Date: 09-09-24

**ATTACHMENT A****TERMS AND CONDITIONS OF ARPA REVENUE REPLACEMENT FUNDS AWARD**

The Parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that this project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. The recipient must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
  - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
  - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
    - i. to the affected employee for the employee's unpaid wages; and
    - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

**ATTACHMENT B**

**BROADBAND APPLICATION ISSUED BY THE COUNTY**

(To be inserted once it is in .pdf form)



# Dale County Broadband Grant Application

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## American Rescue Plan Act

## Coronavirus State and Local Fiscal Recovery Funds

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### Introduction

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program. The program is intended to provide support in responding to the impacts of COVID-19 on communities, residents, and businesses. ARPA specifically provides funds to support broadband infrastructure projects. The state of Alabama recently ratified an amendment to its constitution allowing counties to provide funds to broadband providers with the goal of improving broadband access across the state.

Dale County intends to dedicate an amount not to exceed \$1,000,000 of its ARPA funds to support broadband access in the county. The county invites interested eligible applicants to apply for county ARPA funds to provide broadband service to specific unserved and underserved areas identified by the county as set out in the Project Description and County Priorities section below. Successful applicants will enter into a subrecipient agreement with the county to perform the services set forth in this application.

### Terminology and Definitions

Applicant: A company or entity submitting required documentation for consideration of a grant under the terms and conditions of this Grant Application.

Application: Refers to the submission by an applicant in response to this solicitation.

Broadband: A high-capacity transmission technique using a wide range of frequencies, which enables large amounts of data to be communicated simultaneously. The Federal Communications Commission (FCC) defines broadband as meeting minimum transmission speeds of at least 100 megabits per second (Mbps) download and 20 Mbps upload.

Customer: A resident or business located in the project area who has access to residential or business broadband service from an ISP.

## Exhibit 8

Eligible Applicant: A cooperative, corporation, limited liability company, partnership, other private business entity or unit of local government that currently provides broadband service.

Grant Application: The solicitation submitted for consideration of receiving a grant that responds to the notice of funding opportunity advertised by the county and any attachments, exhibits, or addendum published or provided by the county.

Inappropriate Communications: Phone calls, meetings, conversations, texts, or other communications that ask questions about this solicitation in a casual or informal way.

Project: All work required to be performed to provide a total solution that meets the goals of the county as set forth in the Grant Application.

Subrecipient: Applicant awarded a grant by the county to provide a complete solution for the project as defined in the Grant Application.

Subrecipient Agreement: The contract executed between the county and successful applicant awarding the grant and setting out terms and conditions for performance of the project by the successful applicant.

Take Rate: The percentage of potential subscribers offered the service that actually do subscribe.

Unserved and Underserved Areas: Households or businesses that lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload.

### Submission Requirements

Applications must be submitted to:

Cheryl Ganey  
Dale County Administrator  
202 Hwy 123 South, Suite C, Ozark, AL 36360  
[cheryl.ganey@dalecountyal.gov](mailto:cheryl.ganey@dalecountyal.gov)

by no later than 5:00 p.m. on April 12, 2024, to be considered. One (1) original and one (1) electronic PDF copy must be submitted. It is the applicant's responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original.

**Project Description and County Priorities**

This project will consist of the construction of broadband infrastructure in the unserved or underserved areas along the CR-14 corridor from US-231 to CR-73 and east of CR-73 to the county line and north of CR-14 as identified on the attached map. The project can only include portions of the county where there is no current access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload and where there are no current publicly funded grant projects awarded or ongoing privately funded projects. This project will require construction of broadband infrastructure to provide reliable service at speeds of at least 100 Mbps download speed and 20 Mbps upload speed.

The map identifies all known areas where there are currently funded Rural Digital Opportunity Fund (RDOF) or other publicly funded grant projects in place. However, there may be currently funded areas unknown to the county. Projects in areas where there are existing approved RDOF or other publicly funded grant projects or ongoing privately funded projects will not be available for funding under this grant application. Therefore, applicants shall ensure and attest that areas included in any application submitted do not include construction of broadband infrastructure in areas where there are existing federal or state funding commitments or ongoing privately funded projects for reliable service at speeds of at least 100 Mbps download speed and 20 Mbps upload speed or for costs that will be reimbursed by other federal or state funding streams. Applicants shall also ensure and attest that areas included in any application do not include construction of broadband infrastructure in areas where there is currently access to a wireline connection capable of reliably delivering service of at least minimum speeds of 25 Mbps download and 3 Mbps upload.

**Questions**

From the time that the Grant Application is published until such time as the County has entered into a subrecipient agreement, all informal communications between the County and the applicant(s) shall cease. Questions and clarifications shall only be submitted as set out herein. Inappropriate communications related to this Grant Application between the applicant or any agent of the applicant and the County, or any elected official, employee, or agent of the County, may result in disqualification from the process.

Questions and clarifications shall be directed to the County's sole point of contact, Cheryl Ganey, Dale County Administrator at [cheryl.ganey@dalecountyal.gov](mailto:cheryl.ganey@dalecountyal.gov). Questions must be received by Friday, April 5, 2024. If appropriate, the County will post answers to questions on its website, [www.dalecountyal.org](http://www.dalecountyal.org). All questions must be submitted in, and responded to, in writing to be relied upon by the applicant.

**Pre-award Requirements and Qualifications**

Eligible applicants may be a cooperative, corporation, limited liability company, partnership, other private business entity or unit of local government that currently provides broadband service. Engineering firms or other vendors interested in participating in one aspect of a solution, but that do not offer a complete solution, are not considered eligible applicants, but may partner with an eligible Applicant.

The Applicant shall comply with all applicable federal, state, and local laws, as well as any and all terms and conditions of the ARPA, including the Final Rule, published by the United States Department of Treasury on January 6, 2022, and as further provided in response to Frequently Asked Questions as may be published or revised by Treasury, the 2021 SLFRF Compliance Supplement and the 2022 SLFRF Compliance Supplement.

**Technical Requirements**

Customers served because of an awarded project must not have existing access to reliable wireline 100 Mbps download and 20 Mbps upload or greater, nor a commitment of federal or state funding to provide access to reliable wireline 100 Mbps download and 20 Mbps upload or greater by December 31, 2024. Other areas that currently have access to reliable 100/20 Mbps service or greater may be included in the project if specific evidence is provided documenting the need for greater access, capacity, broadband speeds, resiliency, affordable access, or a service not offered by an existing provider that the proposed project will fulfill.

A professional engineer licensed in Alabama must approve the preliminary network designs as capable of delivering the stated speeds by including a stamped and dated certification signature that must be submitted as part of the application.

Customers served by an awarded project, upon project completion, must have access to an internet connection and at least one service offering that can transmit broadband signals at or above 100 Mbps of download speed and 20 Mbps of upload speed (100/20 Mbps). Projects capable of delivering higher speeds of 100/100 Mbps or greater are desired.

**Administrative Requirements**

Minimum legal terms and conditions that are applicable to this project are included by reference as **Attachment 1** to this Grant Application and shall be incorporated into any resulting Subrecipient Agreement. For convenience, available forms to be included in any Subrecipient Agreement are included in **Attachment 2** to this Grant Application. **Attachment 3** to this Grant Application is the most recently published guidance from the U.S. Treasury Department regarding compliance and reporting requirements. **Attachment 3** is provided as an example of the type of data reporting that will be required. However, the subrecipient shall be expected to stay informed regarding any updates to these compliance and reporting requirements. Specific reporting and data requirements will be incorporated into any offered subgrant agreement. See also the Assistance Listing in SAM.gov under assistance listing number 21.027 for more information.

ARPA funds are required to be obligated by the county to an eligible broadband project by December 31, 2024, and work must be completed and related funds expended by no later than December 31, 2026. The county intends to have the funds committed and work completed well before these deadlines, and within two years of the execution of any subrecipient agreements.

Subrecipients must comply with regular reporting requirements, including ongoing reports relating to speed, pricing, and data allowance information. ARPA Terms and Conditions, examples of required certifications, and examples of reporting requirements can be found in **Attachments 1, 2, and 3** to this Grant Application. Subrecipient shall be responsible for staying abreast of any revisions to reporting requirements and comply accordingly.

Prior to final payment and closeout, the subrecipient must provide independent inspection of the construction process (meaning the inspectors are independent from, and not employed by the applicant) verifying that the constructed network meets the design specification of the network.

Subrecipients must be willing to offer service to every home and business in the proposed service area. Subrecipients must provide at least one broadband solution that is affordable for the Customers in the project area. Additionally, Subrecipients must participate in the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP) or provide access to at least one broad-based affordability program to low-income consumers. The obligation to participate in the ACP program must continue for at least five years.

Upon project completion, operational testing shall be provided by Subrecipient to confirm the level of service proposed in the Grant Application and Subrecipient Agreement. Such requirements shall not exceed in degree or differ in kind from testing and reporting requirements imposed on the recipient by the FCC, as adjusted for the service specifications in the subrecipient agreement.

### **Evaluation Criteria**

The Dale County Administrator will develop and oversee an application review team to consider each application submitted to the county on a timely basis, with recommendations made to the county commission following completion of review. Review shall be based upon the objective criteria set out in this Grant Application; provided the county reserves the right to request additional information from an applicant during the review process as needed for clarification related to material included in or missing from the application. Failure to provide any such clarification in a timely manner may result in disqualification. The county commission shall make its final decision regarding award of a grant and funding therefore based upon the overall conformance of responses to the grant application and county designated project area, as determined by the county commission. The county commission reserves the right to reject all applications submitted and make no grant award for this project.

**Exhibit 8**

Grant evaluation will be based on the following criteria:

<b>Criteria</b>	<b>Percent</b>
1. Operational Experience of the ISP	10%
2. Construction Experience of the ISP	10%
3. Grant Experience of the ISP	10%
4. Project Plans re: Conformance to Project Description and County Priorities	10%
5. Project Approach	10%
6. Customer Support, Service Offerings and Pricing	10%
7. Schedule, Required Leases and Permitting	20%
8. Project Budget, Matching Funds, and Business Plan Indications	20%
<b>Total</b>	<b>100%</b>

**Grant Application**

**Instructions:** Complete the table below and be sure your answers in the table are consistent with the answers provided throughout the Application.

Project Name:	
Project Location:	
Legal Name of Entity:	
Mailing Address:	
Unique Entity ID:	FEIN:
Fabric ID No:	FCC Provider ID No:
CAGE Code:	CAGE Code Expiration Date:
Name and Title of Authorized Signatory:	
Name and Title of Project Contact:	
Contact Phone:	Contact Email:
Project Start Date:	Project End Date:
Grant Amount Requested:	Match Amount Pledged:
Total Project Cost:	ISP Total Years in Business:
Total New Miles of Wireline:	Number of Addresses Passed:

**Narrative Instructions:** The applicant shall provide a detailed narrative in response to the requests below. Attach supporting documents as requested and/or necessary. The narrative provided by the applicant must be provided in the following order and should be labeled and numbered consistent with this Grant Application.

**1. Operational Experience of the ISP - 10%**

- 1.1 Provide an overview of the Applicant company, including at a minimum, the date established, the number of employees, and if applicable, the company website. The overview should specifically discuss whether it is owned, operated by, or affiliated with a local government, nonprofit, or cooperative. Applicants that are owned or operated by a local government, cooperative, or nonprofit will be given additional points on evaluation. All private businesses must provide documented proof that they are registered to do business in the state of Alabama.
- 1.2 List the counties in Alabama where the ISP currently provides broadband service.
- 1.3 How many broadband customers do you have in Alabama?
- 1.4 How many employees do you have in Alabama?

## Exhibit 8

- 1.5 Describe the technical and managerial capabilities of the applicant including a detailed description or resume of key staff member role(s) on the project, and their availability to work on this project.
- 1.6 List any other states where the ISP provides active retail broadband service.
- 1.7 Describe other lines of business conducted by the applicant.
- 1.8 Describe any recent mergers or acquisitions.
- 1.9 Provide information (narrative or attachments) to demonstrate the financial viability and stability of the ISP. If the ISP declared bankruptcy in the previous 10 years, describe its status or resolution.
- 1.10 Describe any pending lawsuits related to the applicant's ISP business.

### 2. Construction Experience of the ISP - 10%

- 2.1 Have you constructed broadband in Alabama previously?
- 2.2 Describe your previously constructed broadband, including dates of construction, number of passings, route miles, available speeds, etc.
- 2.3 Describe any ongoing broadband construction projects, including dates of construction, number of passings, route miles, available speeds, etc.
- 2.4 Describe any broadband construction projects that you have planned for the next two years, including number of passings, route miles, available speeds, etc.
- 2.5 Have you ever constructed, or do you plan to construct broadband in Dale County or adjacent counties? If yes, where, and when?
- 2.6 Have you used your own employees for construction, contractors, or a combination of both? Provide details such as number of employees, names of contractors, etc.
- 2.7 Regarding engineering design of your broadband construction projects, do you use in-house engineers, consultants, or a combination of both? Provide details such as number of employees and their experience, names, and experience of consultants, etc.
- 2.8 Describe any efforts and opportunities to include local hires or local firms in your project.
- 2.9 Describe any ongoing policies or plans to use vendors and subcontractors that have been certified by the Office of Minority Business Enterprise or that are Disadvantaged Business Enterprises.
- 2.10 Describe the wages and benefits to be provided to workers on the proposed project by labor classification. Applicants are encouraged to provide prevailing wages for workers of the Project.

### 3. Grant Experience of the ISP - 10%

- 3.1 In the past five years, have you received any state grants for broadband construction? If yes, identify the location of the project(s) and describe the project or projects, including dates of award and construction and current project status (ie. ongoing, completed, closed out).



- 3.2 In the past five years, have you received any federal grants for broadband construction? If yes, identify the location of the project(s) and describe the project or projects, including dates of award and construction and current project status (ie. ,ongoing, completed, closed out).
- 3.3 If the answer to either of the above questions is yes, have any of the awarded state or federal funds been for the construction of broadband in any portion of the project area covered by this application? If yes, discuss and provide a copy of the corresponding grant application and grant agreement.
- 3.4 Do you have any pending state or federal grant/funding applications to construct broadband in any portion of the project area covered by this application? If yes, describe the scenario, including anticipated date of grant announcements, and provide a copy of the grant application(s).

**4. Project Plans re: Conformance to Project Description and County Priorities – 10%**

- 4.1 Describe plans to execute and conform to the Project Description and County Priorities section of this grant application.
- 4.2 Describe and attach maps outlining proposed routes for the construction of necessary infrastructure in the county priority areas.
- 4.3 Describe and provide justification for any proposed deviation from county priority areas.
- 4.4 Provide a shape file(s) of your proposed project area which comply with project areas focusing on county priorities and conformance with ARPA guidelines.
- 4.5 Complete the preliminary Project Plan document attached to this Application as Attachment 5.

**5. Project Approach - 10%**

- 5.1 How many passings, to include households, businesses, and any community anchors (libraries, schools, police and fire stations, hospitals, etc.) does your engineering design identify in the project area? Complete the table below.

Households	Businesses	Community Anchors

- 5.2 Discuss the proposed construction type or types and the reasons for your proposed approach including whether aerial or underground fiber is proposed. Applicants who provide a fiber solution will be given additional points on evaluation. If fiber is not proposed, provide a detailed explanation of the proposed construction type and why it was chosen.
- 5.3 Discuss the technology to be deployed, future usage projections, and the ability to upgrade.
- 5.4 Discuss the proposed broadband speeds to be provided, including at least 100/20 Mbps. Will the project have 100/100 or greater capability?
- 5.5 Attach a preliminary technical evaluation of the project stamped and signed, certified by an Alabama licensed Professional Engineer, including:

- 5.5.1 A description of how the proposed infrastructure will provide the promised speeds of no less than 100/20 Mbps that is required to all potential end users in the project area.
- 5.5.2 How the network will work using the proposed equipment, and how the network will be connected to sufficient backhaul infrastructure to support the proposed maximum speeds, including during peak hours.
- 5.5.3 Describe your design philosophy for determining the size of customer nodes and for the expected level of oversubscription.
- 5.6 Do you anticipate supply chain issues, and if so, how will you address them?
- 5.7 Describe your process for identifying and mitigating utility conflicts.

**6. Customer Support, Service Offerings, and Pricing- 10%**

- 6.1 The county desires a quality customer service experience for residents and businesses. Answer the following questions along with any other information you care to provide about your customer service:
  - 6.1.1 Where are your closest fiber-based broadband customers to the county?
  - 6.1.2 Where is the nearest office to the county that includes live customer service agents? Is this the location where calls from county customers will be answered? If not, provide the location (state/county) of customer service agents who will service county customers.
  - 6.1.3 Where will the home location be for any outside technicians who will be assigned to the service area?
- 6.2 Does the ISP participate in the Affordable Connectivity Program (ACP)?
  - 6.2.1 If the answer is yes, describe your experience with the program and the approximate number of customers utilizing the ACP discount.
  - 6.2.2 If the answer is no, describe plans to begin participation including anticipated start date.

6.3 Proposed Residential Services- Complete the table below. Identify up to four proposed residential internet service tiers. Include the highest performance tier typically offered to residential users and the most affordable tier typically offered to residential users. Pricing provided should be for stand-alone (unbundled) internet service and non-promotional. The "Data Cap" should be any level of cumulative usage in a month above which users (i) cannot continue to use the service, (ii) may only receive service with reduced performance ("throttling"), or (iii) incur extra charges for continued use. If none in any category below, enter "N/A."

Proposed Residential Services

A. Tiers	B. Download Speed  (Mbps)	C. Upload Speed  (Mbps)	D. Data Cap  (GB/month)	E. Monthly Recurring Charge  (\$/month)	F. Recurring Mandatory Equipment Charges  (\$/month)	G. Other Recurring Fees and Surcharges  (\$/month)	H. Charge for Use above Data Cap  (\$/month)	I. Total Monthly Charges (Add E-H)  (\$/month)	J. Non-recurring Service Activation or Equipment Fees  (\$)
Tier 1									
Tier 2									
Tier 3									
Tier 4									

6.4 Proposed Business Services- Complete the table below. Identify up to four proposed business internet service tiers. **Include the highest performance tier** typically offered to business users **and the most affordable tier** typically offered to business users. Pricing provided should be for stand-alone (unbundled) internet service and non-promotional. The "Data Cap" should be any level of cumulative usage in a month above which users (i) cannot continue to use the service, (ii) may only receive service with reduced performance ("throttling"), or (iii) incur extra charges for continued use. If none in any category below, enter "N/A."

**Proposed Business Services**

A. Tiers	B. Download Speed  (Mbps)	C. Upload Speed	D. Data Cap  (GB/month)	E. Monthly Recurring Charge  (\$/month)	F. Recurring Mandatory Equipment Charges  (\$/month)	G. Other Recurring Fees and Surcharges  (\$/month)	H. Charge for Use above Data Cap  (\$/month)	I. Total Monthly Charges (Add E-H)	J. Non-recurring Service Activation or Equipment Fees  (\$)
Tier 1									
Tier 2									
Tier 3									
Tier 4									

**7. Schedule, Required Leases, and Permitting- 20%**

- 7.1 Provide a project timeline, including major project milestones showing that the project can be completed in a maximum of 24 months. Additional points may be awarded to applicants that commit to an expedited schedule of less than 24 months.
- 7.2 Discuss any easement and/or permitting requirements for the proposed project, including, but not limited to, county, municipal, or Alabama Department of Transportation (ALDOT).
- 7.3 Discuss any required pole attachment agreements and their status.

**8. Project Budget, Matching Funds, and Business Plan Indications- 20%**

- 8.1 Complete **Attachment 4- Broadband Grant Application Budget Workbook**.
- 8.2 Use the Key Data Tab from the Budget Workbook to complete the summary table below.

**Key Budget Data Summary**

<b>Total Grant Request Amount</b>	
<b>Total Matching Funds</b>	
<b>Total Other Funds</b>	
<b>Total Project Cost</b>	
<b>New Miles of Wireline</b>	
<b>Total Addresses Passed</b>	
<b>Grant Amount Per Mile of Wireline</b>	
<b>Grant Amount Per Address Passed</b>	

8.3 For any proposed matching funds or other funds claimed on the budget breakdown tab, describe the source of funds, and attach appropriate backup documentation committing the matching or other funds, including a signed letter, resolution, grant agreement, etc.

8.4 What are your expectations for achieved customer take rates by year three after the end of construction? By year 5? Complete the table below.

<b>Take Rates</b>	
<b>Year 3</b>	<b>Year 5</b>

8.5 Justify your level of grant request with information from a business plan or analysis, Pro Forma Financial Projections, loan documents, etc.

8.6 Estimate your projected grant funding needs per quarter in the table below:

**Projected Grant Dollars Needed Per Project Quarter**

<b>Quarter</b>	<b>Grant Dollars Needed</b>
<b>Q1</b>	
<b>Q2</b>	
<b>Q3</b>	
<b>Q4</b>	
<b>Q5</b>	
<b>Q6</b>	
<b>Q7</b>	
<b>Q8</b>	
<b>Total Grant Request</b>	

8.7 If your request is not fully funded, what adjustments are you prepared to make, if any?

**Certifications**

Initial

- 1. By signing below, I certify that the project proposed by the applicant is designed to, upon completion, meet or exceed 100 Mbps download speed and at least 20 Mbps upload speed. \_\_\_\_\_
- 2. By signing below, I confirm that the applicant does, or will upon completion of the project, participate in the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP). \_\_\_\_\_
- 3. By signing below, I confirm that the applicant will comply with all applicable federal, state, and local laws, and has read and will comply with the terms and conditions of the county's ARPA award (Attachment 1), should a grant be awarded. \_\_\_\_\_
- 4. By signing below, I confirm that, to the best knowledge of the applicant, areas included in the application submitted do not include construction of broadband infrastructure in areas where there are existing federal or state funding commitments or privately funded projects for reliable service at speeds of at least 100 Mbps download speed and 20 Mbps upload speed or for costs that will be reimbursed by other federal, state, or private funding streams. \_\_\_\_\_
- 5. By signing below, I confirm that, to the best knowledge of the applicant, areas included in this application do not include areas where reliable service at speeds of at least 100 Mbps download speed and 20 Mbps upload speed is currently available to citizens in the area or has provided an explanation and available documentation evidencing that the proposed service area would be considered unserved or underserved as these terms are defined for purposes of broadband projects eligible for ARPA funding. \_\_\_\_\_
- 5. By signing below, I confirm that the applicant can and will comply with the Administrative Requirements of 2 C.F.R. Part 200, as applicable, should a grant be awarded. \_\_\_\_\_
- 6. By signing below, I confirm that the applicant is not debarred or suspended from receiving federal funds consistent with 2 C.F.R. Part 180. \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**ATTACHMENT C**

**PROJECT PLAN**

1. **Project Description:** PREC will use a 144-count fiber leaving their hut located in Echo following the path of County Road 61 to County Road 14 where it will then travel west to County Road 63. This cable will be supplemented with a 48-count fiber running east and north on County Highway 73.
2. Project Schedule:
  - a. Grant start date: 9/10/2024
  - b. Projected construction start date: 4/15/2024
  - c. Projected initiation of operations date: 6/1/2024

3. Project Budget Details\*:

1)	Design/Engineering	
2)	Materials	
3)	Labor/Construction	
<b>Total Project Budget</b>		
<b>Total Amount of Matching Funds by Pea River</b>		
<b>Total Amount of Funds Provided by County Per the Funding Agreement (Not to exceed \$503,204.61 or 60% of the actual cost of the installation of the broadband infrastructure framework as described in Section II.A. of the parties' agreement, whichever is lower)</b>		

4. Infrastructure Scope:
  - a. Broadband technologies utilized: Fiber
  - b. Projected total miles of fiber deployed: 26 (excluding direct drops to customers to be funded by recipient)
  - c. Total number of locations ultimately served:\*
  - d. See Map Attached to Proposal Indicating Service Areas\*
5. Existing (Pre-project) Priority Area Demographics Prior to Project Implementation:
  - a. 369 Locations Receiving Below 25/3 Mbps
  - b. \_\_\_\_\_ Locations Receiving Between 25/3 Mbps and 100/20 Mbps

\*To be updated upon project completion.

\*\*To be updated upon initiation of operations and once per quarter for the duration of the agreement term.

\*\*\* To be updated once per quarter.



6. Projected Priority Area Designed Service Demographics Following Project Completion\*\*:
  - a. 369 Locations Receiving Minimum of 100/100 Mbps (if all locations subscribe for service)
  - b. \_\_\_ Locations Receiving Minimum of 100/20 Mbps and Scalable to Minimum 100/100 Mbps
  - c. \_\_\_ Residential Locations Served, including \_\_\_ Housing Units
  - d. \_\_\_ Business Locations Served
  - e. \_\_\_ Community Anchor Locations Served
  
7. On a quarterly basis, applicant will provide a Bulk Template including location specific data as required by Appendix I of Treasury's Project and Expenditure Reporting Guide. Once operational, on a quarterly basis, applicant will provide appropriate speed and latency tests using the compliance standards and testing protocols required by the FCC.
  
8. Customer Broadband Service Offerings:
  - a. applicant will offer the following residential service offerings once operational:

A. Tiers	B. Download Speed (Mbps)	C. Upload Speed (Mbps)	D. Data Cap (GB/month)	E. Monthly Recurring Charge (\$/month)	F. Recurring Mandatory Equipment Charges (\$/month)	G. Other Recurring Fees and Surcharges (\$/month)	H. Charge for Use above Data Cap (\$/month)	I. Total Monthly Charges (Add E-H) (\$/month)	J. Non- Recurring Service Activation or Equipment Fees (\$)
Casual	300	300	No Cap	\$59.95	0	0	0	\$59.95	0
Play	1000	1000	No Cap	\$79.95	0	0	0	\$79.95	0
Fast	2000	2000	No Cap	\$99.95	0	0	0	\$99.95	0

9. Applicant agrees provide access to a broad-based affordability program for low-income customers meeting the requirements of the federal regulations and make that program available to eligible customers and shall maintain its commitment to participate in such program for at least five (5) years following the initiation of operations on this project.

**ATTACHMENT D**

**REQUEST FOR PAYMENT**

**Request Number 20** \_\_\_\_ - \_\_\_\_

**Submission Date:** \_\_\_\_\_

- Request for Partial Payment
- Request for Final Payment

**Submitted by:** \_\_\_\_\_

In accordance with the procedures set forth in the agreement executed by and **between Pea River Electric Cooperative** (the "Recipient"), and Dale County, Alabama, on \_\_\_\_\_ (the "Agreement"), the Recipient hereby provides the following information and certifications, along with related documentation, to support this request for the disbursal of ARPA revenue replacement funds by the County.

**PROJECT INFORMATION**

Total Amount Covered by the Agreement	Not to exceed \$503,204.61 or 60% of the actual cost of the installation of the broadband infrastructure framework as described in Section II.A. of the Agreement, whichever is lower
Aggregate Amount Previously Paid to Recipient	
Total Outstanding Liabilities	
Amount of This Request	
Retainage (5% of Current Costs)	

**PROJECT STATUS REPORT**

Percentage of Project Completion as of This Date (certification to be attached)	
--	--

INSERT NARRATIVE OF PROJECT STATUS:

**DOCUMENTATION FOR CURRENT REQUEST FOR PAYMENT**

Each payment request shall be accompanied by invoices substantiating the requested payment. Invoices must include a narrative description of the nature of the expenditure sufficient for the County to determine if the expense reflected in the invoice is related to activities that fall within the scope of work as set forth in Section II.A. of the parties' agreement. Requests for payment shall be accompanied by a verified statement from an architect or engineer outlining the current status of the project and attesting that all work has been performed in compliance with industry standards and the requirements of the Project Plan outlined in Attachment C to the parties' agreement.

**CERTIFICATIONS REGARDING REQUEST FOR ARPA FUNDS**

All expenditures set forth herein and for which ARPA revenue replacement funds are being requested are necessary and reasonable for the Project. All obligations were incurred consistent with the applicable federal and state requirements governing the spending of ARPA revenue replacement funds and the Recipient's established policies and procedures for procurement. The expenditures have not and will not be reimbursed or otherwise paid directly or indirectly from another source. Sufficient supporting documentation for each expenditure is included with this request.

By signing this request for payment, I certify that the Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project

By signing this Request for Payment, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that the funds requested hereby have not and will not be used for any of the following purposes:

- for any purpose other than support of the purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements;
- for severance pay;
- to pay debt service on a loan or other debt instrument;
- to support lobbying activities;
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

Signed, certified, and submitted on behalf of Pea River Electric Cooperative, by the undersigned duly authorized representative.

By:  \_\_\_\_\_  
 Its: CEO \_\_\_\_\_  
 Date: 9-6-24 \_\_\_\_\_

ATTACHMENT E

STATE OF ALABAMA     §     CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON  
                                   §     ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT  
 COUNTY OF Daik     §     (Act 2011-535, as amended by Act 2012-491)

The undersigned, as a duly authorized representative of Pea River Electric Cooperative, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of CEO with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").
2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

JH (a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_ (b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

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

resulting therefrom.

- 4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 6<sup>th</sup> day of September, 20 24.

CONTRACTOR NAME: Pea River Electric Cooperative

By:

Signature: [Handwritten Signature]

Printed Name: [Handwritten Name]

Its: CEO

The above Certification was signed in my presence by the person whose name appears above on this 6<sup>th</sup> day of September, 20 24.

WITNESSED BY:

Signature: Chelsey Polumbo

Printed Name: Chelsey Polumbo



ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

The undersigned, as a duly authorized representative of Pea River Electric Cooperative (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of CEO with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
  - a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
  - b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
  - c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
  - d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
  - e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this 6<sup>th</sup> day of September, 20 24.

CONTRACTOR NAME: Pea River Electric Cooperative

By:

Signature: [Handwritten Signature]  
Printed Name: Jeff Hodges

Its: CEO

The above Certification was signed in my presence by the person whose name appears above on this 6<sup>th</sup> day of September, 20 24.

WITNESSED BY:

Signature: [Handwritten Signature]  
Printed Name: Chelsey Plumbo

ATTACHMENT G

CERTIFICATE OF COMPLIANCE WITH 31 U.S.C. § 1352

(ANTI-LOBBYING--BYRD AMENDMENT)

The undersigned, as a duly authorized representative of Pea River Electric Cooperative (the "Recipient"), a party to the funding agreement with Dale County, Alabama, hereby certifies as follows:

1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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 and not more than \$100,000 for each such failure.

The recipient, by and through its duly authorized representative, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Certified this 6<sup>th</sup> day of September, 2024.

Pea River Electric Cooperative

By: [Signature]  
Its: CEO

ATTEST:

[Signature]