

STATE OF ALABAMA)
)
 FRANKLIN COUNTY)
)

FRANKLIN COUNTY COMMISSION
 REGULAR MEETING
 OCTOBER 17, 2023 8:30 AM

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Chris Wallace, Jason Miller, Joseph Baldwin, and David Hester as Members.

ALSO PRESENT: Mark Latham of the Franklin County Sheriff’s Office, Assistant County Engineer Caleb Sherill, County Administrator Leah Mansell, Technical Project Manager Jim Hill, Terry Bolton, Josh Kelley, Skip Nichols, Tim Palmer, Mendy Palmer.

CALL TO ORDER

Chairman Barry Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member David Hester.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Joseph Baldwin.

ROLL CALL

Chairman Barry Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore pointed out the white bow in memory of County Attorney Roger Bedford who passed away last week due to a brief illness.

Chairman Moore stated that there is an RC& D meeting at the Todd Centre on October 20 at 10:00 AM.

Chairman Moore thanked Commissioner Baldwin for presiding over the Work Session last Tuesday while he was out of town.

Chairman Moore stated that he had a letter from Solid Waste Manager Gene Ward stating that pending the approval of the transfer of Accounts Receivable Specialist Jessica Thompson to the Accountant/Payable Clerk position, he would need to advertise for the vacant Accounts Receivable Specialist position. Chairman Moore stated that this would need to be added to the agenda as item number 6D.

Chairman Moore stated that he had another letter from Solid Waste Manager Gene Ward requesting to declare two (2) trucks surplus property and take sealed bids. Chairman Moore stated that this would need to be added to the agenda as item number 6E.

Chairman Moore stated that he had a resolution from the Extension Office declaring October 22-28 Alabama Extension Week. Chairman Moore stated that this would need to be added as item number 9.

Chairman Moore read a letter from the Alabama Historical Commission recognizing Wade Cemetery, Sibley #1 Cemetery and Sibley #2 Cemetery as now being listed on the Alabama Historic Cemetery Register.

APPROVAL OF AGENDA

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 6D to the agenda concerning pending the approval of the transfer of Accounts Receivable Specialist Jessica Thompson to the Accountant/Payable Clerk position, the Solid Waste Department would need to advertise for the vacant Accounts Receivable Specialist position.

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to add item number 6E to the agenda concerning declaring two (2) trucks surplus property and taking sealed bids.

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 9 to the agenda concerning a resolution declaring October 22-28 as Alabama Extension Week.

It is on motion of Mr. Chris Wallace, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the overall agenda as presented to include additions.

APPROVAL OF MINUTES

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the September 18, 2023 Regular Meeting Minutes.

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miler, unanimously ordered, adjudged and decreed by the Board to approve the September 29, 2023 Special Called Meeting Minutes.

NEW BUSINESS

COMMISSION

HIRE ACCOUNTANT/PAYABLE CLERK

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the transfer of Jessica Thompson from Accounts Receivable Specialist in the Solid Waste Department to Accountant/Payable Clerk in the County Commission Office, effective November 20, 2023.

Letter as follows:



FRANKLIN COUNTY COMMISSION

P.O. Box 1028 • RUSSELLVILLE, AL 35653
PHONE (256) 332-8850 • FAX (256) 332-8855

Barry Moore, **Chairman**
Chris Wallace, **District I**
Jason Miller, **District II**
Joseph Baldwin, **District III**
David Hester, **District IV**
Leah Mansell, **Administrator**

October 10, 2023

Chairman Moore and Commissioners,

After taking applications and conducting interviews, it is my recommendation to hire Jessica Thompson as the permanent Accountant/Payable Clerk in the Franklin County Commission Office, effective November 20, 2023.

Sincerely,

Leah Mansell
Administrator
Franklin County Commission

CORONER

DECLARE VAN SURPLUS PROPERTY

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to declare a 1995 Ford Econoline Van surplus property and take bids.

Letter as follows:

October 13, 2023

Chairman Moore and Commissioners,

I request to declare a 1995 Ford Econoline Van (VIN1FBJS31H5SHB05906) surplus property and solicit bids to sale.

Thank you,

Charles Adcox
Franklin County Coroner

EMA

SIREN REPAIR

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the 3 invoices from Precision Communication for siren repair. It was stated that EMA Director Mary Glass is waiting on a quote from another company for additional siren repairs.

Invoices as follows:



P.O. Box 298
 Amory, MS 38821
 Phone: 662-256-3118
 Email: precisioncommunicationsinc@gmail.com

INVOICE

BILL TO:
 FRANKLIN COUNTY EMA
 PO BOX 1028
 RUSSELLVILLE, AL 35654

Invoice No: 19379
 Date: 03/08/2023
 Terms: Net 30
 Due Date: 04/07/2023

Detach top portion and send with payment

P.O. No.
 RON COATS

Item Description	Qty	Rate	Amount
2/23/2023 KYLE HUGHES, ANDREW EUBANKS REPLACE ANTENNA AND COAX AT EAST FRANKLIN SCHOOL AND ASSESS SIREN AT THARPTOWN AND BETHSEDA			
58-B RG-58 TRAM BROWNING STRANDED COAX (35 FT.)	35	0.95	33.25T
PL-259 CONNECTOR	2	9.50	19.00T
BR-6051 TRAM BROWNING NMO 136-174 MHZ VHF OMNI BASE ANTENNA	1	89.99	89.99T
DS-2000 WINEGARD UNIVERSAL 22-INCH TOWER MOUNT FOR OFF-AIR TV ANTENNAS (1.5 IN. DIAMETER MOUNT PIPE) INCLUDES 2 U-BOLTS, FIT 1IN TO 2IN PIPE/TOWERS	1	54.06	54.06T
LABOR TO INSTALL ABOVE EQUIPMENT; TEST COMPLETE AND ASSESS SIRENS AT THARPTOWN	6	175.00	1,050.00T
BUCKET TRUCK TO BE PROVIDED BY CUSTOMER			
EAST FRANKLIN SCHOOL			
2/23/2023 KYLE HUGHES VERTEX RADIO IN SIREN WAS NOT ENGAGING THE 2030 BOARD; REPLACED VERTEX RADIO WITH NEW KENWOOD TK-7180; TESTED WITH EMA; SIREN TESTED GOOD			

TK-7180HK KENWOOD RADIO VHF, 136-174 MHZ, 50 WATT, 512 CHANNEL, 128 ZONE CONVENTIONAL., 12 CHARACTER ALPHA/NUMERIC , VOICE INVERSION SCRAMBLER BUILT IN. THREE YEAR WARRANTY ON RADIO AL CONTRACT \$574.65 LIST \$766.20 SN: B5400048	1	574.65	574.65T
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PROGRAMMING (PER RADIO)	1	25.00	25.00T
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THARPTOWN

2/23/2023 KYLE HUGHES
REMOVED AND REPLACED (2) 31X BATTERIES; TESTED WITH
EMA; SIREN TESTED GOOD

31XHD EXIDE BATTERY (**NO CHARGE**)	2	0.00	0.00T
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BETHSEDA

2/23/2023 KYLE HUGHES
TESTED SIREN WITH HANDHELD AND DID A VOICE TEST AS
WELL FOR AREA; SIREN IS GOOD; EMA WAS NOT AVAILABLE
TO TEST

We appreciate your business. Please call Karen Decanter at
1-800-737-7357 with any questions.

Subtotal	1,845.95
Sales Tax	0.00
Discount	
Total	1,845.95
Deposit	
BALANCE DUE	\$1,845.95



P.O. Box 298
 Amory, MS 38821
 Phone: 662-256-3118
 Email: precisioncommunicationsinc@gmail.com

INVOICE

BILL TO:
 MARY GLASS
 FRANKLIN COUNTY EMA
 PO BOX 1028
 RUSSELLVILLE, AL 35654

Invoice No: 19533
 Date: 05/05/2023
 Terms: Net 30
 Due Date: 06/04/2023

Detach top portion and send with payment

P.O. No.

Item Description	Qty	Rate	Amount
<p>W/O# 6038 WANTS EACH TOWN TO HAVE ITS OWN ACTIVATION CALL KEY SET UP ON THE E1000</p> <p>1/19/2023-1/20/2023 KYLE HUGHES SET UP EACH TOWN IN FRANKLIN COUNTY WITH THEIR OWN CALL KEY FOR TESTING. FIGURED OUT WHY RED BAY SIRENS DID NOT ACTIVATE DURING AN ALL-CALL ACTIVATION. RED BAY SIRENS ARE PROGRAMMED TO ONLY ACTIVATE DURING AN ALL CALL WITH ONLY THE FIRST 2 DIGITS THEN ##. EXAMPLE. 20##. THE E1000 WAS SET UP WITH A ##### FOR AN ALL-CALL ACTIVATION. REPROGRAMMED CALL KEY 1 AND CALL KEY 2 WITH THE CORRECT ACTIVATION COMMAND FOR ALL OF FRANKLIN COUNTY SIRENS AND SET UP THE COMMAND FOR RED BAY SIRENS TO ACTIVATE IN THOSE CALL KEY ACTIVATIONS. I TESTED RED BAY SIRENS BY SETTING UP AN ACTIVATION AND RED BAY CHIEF OF POLICE VISITED EACH SITE DURING TESTING TO CONFIRM ACTIVATION AND CORRECT MESSAGE BEING SENT OUT. MARY GLASS INFORMED ME THAT RUSSELLVILLE SIRENS WERE SOUNDING BUT WAS SENDING OUT THE WRONG MESSAGE. SHE EXPLAINED THE MESSAGE BEING SENT OUT WAS THE CHEMICAL SPILL MESSAGE. I SET UP AN ACTIVATION ON 1/20/2023 @ 1130 FOR ONLY RUSSELLVILLE SIRENS WITH A TEST ACTIVATION. MARY GLASS SAID THAT RUSSELLVILLE WOULD HAVE PEOPLE ON THE SIREN SITES TO CONFIRM THE ACTIVATION @ 1130. I MESSAGED MARY GLASS AND ASKED HER TO LET ME KNOW IF SIRENS ACTIVATED, IF ANY ISSUES CAME UP, OR THE WRONG MESSAGE WAS SENT OUT. I DID NOT RECEIVE ANY CONFORMATION ON THE ACTIVATION FROM MARY GLASS.</p>	4	125.00	500.00T

We appreciate your business. Please call Karen Decanter at
1-800-737-7357 with any questions.

Subtotal	500.00
Sales Tax	0.00
Discount	
Total	500.00
Deposit	
BALANCE DUE	\$500.00



P.O. Box 298
Amory, MS 38821
Phone: 662-256-3118
Email: precisioncommunicationsinc@gmail.com

INVOICE

BILL TO:
MARY GLASS
FRANKLIN COUNTY EMA
PO BOX 1028
RUSSELLVILLE, AL 35654

Invoice No: 19950
Date: 10/10/2023
Terms: Net 30
Due Date: 11/09/2023

Detach top portion and send with payment

P.O. No.

DESCRIPTION	QTY	RATE	AMOUNT
W/O# 6461 CHECK SIRENS (COMPLETED)			

8/29/2023 & 8/30/2023 STEVE TRACEY, DOUGLAS HUGHES
REDUCED FROM 12 TO 8 HOURS AND BILLED AT 1 MAN RATE

8

125.00

1,000.00T

TRAVELED TO FRANKLIN CO ALABAMA AND CHECKED ENTIRE
SIREN SYSTEM.

WHELEN E1000 ENCODER AND MOTOROLA RADIO
FOUND LEVELS AT 2.0 KHZ, ADJUSTED TO 2.25 AND TESTED,
ADJUSTED TO 1.75 AND TESTED, ADJUSTED TO 1.85 AND TESTED.
WE GOT THE MOST CONSISTENT RESPONSE WITH THE ENCODER
LEVEL SET TO 1.85.

EAST FRANKLIN SCHOOL

FOUND KEYPAD WAS BAD AND UNPLUGGED. MARY SAID SHE
DIDN'T NEED THE KEYPAD SO A NEW ONE WASN'T INSTALLED.
FOUND LARGE AMOUNT OF CORROSION IN THE BATTERY
CABINET FROM BATTERY EXPLODING IN THE PAST. CLEANED
CORROSION AND CLEANED OUT CABINET.
SIREN WOULD NOT RESPOND TO COMMANDS BY RADIO BUT
WOULD RESPOND TO LOCAL COMMAND BY LAPTOP. REPAIRED
ALL SOLDER CONNECTIONS AND MOVED AUDIO CONNECTIONS
FROM EXTERNAL VOICE TO DATA ON THE REAR OF THE
KENWOOD RADIO AND REPROGRAMMED RADIO.
REPLACED 2 AMPS AND REPROGRAMMED SIREN
TESTED SIREN MULTIPLE TIMES WITH VOICE AND TONE, SIREN
TESTED GOOD.

OAK GROVE

FOUND SIREN HAD A MISSING #3 AMP, REPLACED AMP AND
INSPECTED SIREN. LOAD TESTED BATTERIES AND HAD EMA TEST
PERFORMED MULTIPLE VOICE AND TONE ACTIVATIONS AND
SIREN TESTED GOOD.

THARPTOWN

FOUND SIREN HAD BAD BATTERIES. BATTERIES HAD CORROSION
ON THE BATTERY TERMINALS CAUSING POOR CONNECTION.
REPLACED BOTH BATTERIES AND USED PROTECTIVE GREASE
ON ALL TERMINALS.
HAD EMA PERFORM MULTIPLE VOICE AND TONE TESTS. SIREN
TESTED GOOD.

BETHSADIA

TESTED SIREN WHILE WE WERE IN THE AREA, ALL BATTERIES,
AMPS AND DRIVERS TESTED GOOD.
HAD EMA TEST SIREN MULTIPLE TIME TONE AND VOICE. SIREN
TESTED GOOD.

BELGREEN

RADIO WOULD POWER ON AND OFF. THE ONLY WAY TO RESET THE RADIO WAS TO UNPLUG POWER AND PLUG BACK UP, RADIO WOULD GET GO OFF EVERY TIME IT WAS KEYED UP. RECOMMEND REPLACING VERTEX VX2100 RADIO AND ASTRON 24-12 INVERTER. SIREN NEEDS 2 AMPS AS WELL.

SPRUCE PINE

RADIO WOULD NOT POWER ON, NO 12VDC FROM INVERTER BUT HAD 25VDC INTO INVERTER. INVERTER SHOULD BE REPLACED

MOUNTAIN STAR

FOUND SIREN WOULD ACTIVATE LOCALLY USING KEYPAD AND LAPTOP. BUSY LIGHT WAS FLASHING, CHARACTERS WERE OUT ON DISPLAY AND RADIO DID NOT RECEIVE. RADIO WAS EXTREMELY HOT TO THE TOUCH. RECOMMEND REPLACING RADIO AND INVERTER AT THIS LOCATION.

29S EXIDE BATTERY (**NO CHARGE**)	2	0.00	0.00T
01-0485548-00 WPS POWER AMPLIFIER 400 WATT OUTPUT	3	765.00	2,295.00T

We appreciate your business. Please call 1-800-737-7357 with any questions.

Subtotal	3,295.00
Sales Tax	0.00
Total	3,295.00
Payments/Credit	
BALANCE DUE	\$3,295.00

HIGHWAY DEPARTMENT

ADVERTISE FOR FY24 ANNUAL MATERIAL BIDS

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve to advertise for the FY24 Annual Material Bids.

HIRE ROADWAY MAINTENANCE TECHNICIAN III

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the transfer of Jason DeVaney from the Solid Waste Department to the Highway Department as a Roadway Maintenance Technician III, effective October 16, 2023.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

October 5, 2023

Honorable Barry Moore
Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Roadway Maintenance Technician (RMT) III

Dear Judge Moore:

The purpose of this letter is to recommend Jason Devaney for the vacant RMT III position at the Franklin County Highway Department. Upon the approval of the County Commission Jason will start at Step 4 (\$18.02/Hr) on the RMT III scale effective October 16, 2023. Thank you for your assistance in this matter.

If you have any questions or need any additional information, please inform me.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

SHERIFF'S OFFICE AND JAIL

RESIGNATION OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Corrections Officer/Dispatcher Rikki Tharp, effective September 13, 2023.

ADVERTISE FOR CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to advertise for the vacant Corrections Officer/Dispatcher position.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811

JAIL 256-332-8425

FAX 256-332-8816

October 3, 2023

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am accepting Rikki Tharpe's resignation effective September 13, 2023. I am requesting that you advertise for a Correction/ Dispatcher position as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "SLO".

Shannon Oliver
Sheriff

HIRE TEMPORARY CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve to hire temporary Corrections Officer/Dispatcher Rikki Tharp, effective October 4, 2023.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

October 3, 2023

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am hiring Rikki Tharpe as a temporary Correction Officer / Dispatcher.
Effective October 4, 2023.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.O.", written over a circular stamp or watermark.

Shannon Oliver
Sheriff

SOLID WASTE

HIRE PERMANENT HEAVY EQUIPMENT OPERATOR

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to table hiring a permanent Heavy Equipment Operator.

HIRE PERMANENT HEAVY EQUIPMENT OPERATOR

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to hire permanent Heavy Equipment Operator Jeff Dill, effective October 16, 2023.

Letter as follows:



FRANKLIN COUNTY SOLID WASTE

P.O. Box 1205
RUSSELLVILLE, ALABAMA 35653



PHONE (256) 332-8412
FAX (256) 332-8855



October 10, 2023

Judge Barry Moore
Commission Chairman
Franklin County Commissioners
P.O.Box 1028
Russellville, AL 35653

Re: Heavy Equipment Operator

Gentleman,

Jason Devaney one of our Heavy Equipment Operators has requested to transfer to the Highway Department.

We are requesting to change Jeffery Dill from temporary employee to permanent Heavy Equipment Operator as of 10/16/2023.

Thank you,

Robert Ward
Landfill Manager
Franklin County Solid Waste
(256) 332-8412

LANDFILL COMPACTOR

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to give Solid Waste Manager Gene Ward the authority to enter into a lease agreement for a landfill compactor.

Information as follows:

Thompson



PROPOSAL/EQUIPMENT ORDER

Print Date:	9/11/2023
Quote No.:	4973247102-2
Customer No:	2968400
Valid Until:	10/8/2023
PO:	
Salesman:	Tyler Benton Brown
Phone:	

PURCHASER
FRANKLIN COUNTY LANDFILL
 PO BOX 1205
 RUSSELLVILLE AL 35653

SHIP TO
FRANKLIN COUNTY LANDFILL
 PO BOX 1205
 RUSSELLVILLE AL 35653

NEW 2024 CATERPILLAR 816 COMPACTOR \$685,000.00

Warranty: 12 Month Full Machine plus Extended Powertrain Warranty, Hydraulics & Tech. for 5 years/ 7500 hours, whichever occurs 1st. TT&M covered for warrantable repairs during the warrantable period.

CVA: PM Services Only for 3,000 hours PM services based on OMM @ 500 hour Interval

- 816 11A LANDFILL COMPACTOR :
- LANE 2 ORDER
- AXLES, NO-SPIN FRONT & REAR
- LIGHTS, STANDARD
- PRODUCT LINK, CELLULAR PLE641
- FAN, REVERSING
- WHEELS, COMBINATION TIPS
- PRECLEANER, STANDARD
- STRIKER BARS W/CLEANER FINGERS
- BULLDOZER, STRAIGHT BLADE
- FILMS, ANSI
- HEATER, ENGINE BLOCK, 120V
- PREMIUM CORP RADIO (12V)
- FILM, AM-NORTH
- PACK, DOMESTIC TRUCK

FIRE SUPPRESSION SYSTEM \$21,800.00

***Sales Total Reflects Sourcewell Pricing. Contract# 032119-CAT ***

Sales Subtotal	706,800.00
Tax Subtotal	0.00
Total	706,800.00

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

ADVERTISE FOR ACCOUNTS RECEIVABLE SPECIALIST

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to advertise for the vacant Accounts Receivable Specialist position.

Letter as follows:



FRANKLIN COUNTY SOLID WASTE

P.O. Box 1205
RUSSELLVILLE, ALABAMA 35653



PHONE (256) 332-8412
FAX (256) 332-8855



October 10, 2023

Judge Barry Moore
Commission Chairman
Franklin County Commissioners
P.O.Box 1028
Russellville, AL 35653

Re: Employee Transfer

Jessica Thompson our Accounts Receivable Specialist has requested to transfer to the vacant Accountant/
Accounts Payable position for the Franklin County Commission office.

If the transfer is approved, we will need to advertise for her position for Accounts Receivable Specialist.

Thank you,

Robert Ward
Landfill Manager
Franklin County Solid Waste
(256) 332-8412

DECLARE 2 VEHICLES SURPLUS PROPERTY AND TAKE BIDS

It is on motion of Mr. Chris Wallace, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to declare a 2006 Ford F150 and a 2008 Ford F250 surplus property and take bids on the sale of the trucks.

Letter as follows:



FRANKLIN COUNTY SOLID WASTE

P.O. Box 1205
RUSSELLVILLE, ALABAMA 35653



PHONE (256) 332-8412
FAX (256) 332-8855



October 16, 2023

Judge Barry Moore
Commission Chairman
Franklin County Commissioners
P.O.Box 1028
Russellville, AL 35653

Re: Surplus Property

We are needing to declare the two vehicles below surplus property.

2006 Ford F150- VIN 1FTPX14576NA55403

2008 Ford F250- VIN 1FTSW21RX8EA35787

Thank you,

Robert Ward
Landfill Manager
Franklin County Solid Waste
(256) 332-8412

SENTINEL ADVISORS

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to authorize Sentinel Advisors to become an insurance vendor and participate in open enrollment for county employees.

BROADBAND FUNDING AGREEMENT

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to give Chairman Moore the authority to sign the broadband funding agreement with Tombigbee Electric Cooperative (Freedom Fiber).

Agreement as follows:

**AGREEMENT
BETWEEN
FRANKLIN COUNTY, ALABAMA
AND
TOMBIGBEE ELECTRIC COOPERATIVE (TEC)
FOR
AMERICAN RESCUE PLAN ACT REVENUE REPLACEMENT FUNDING
FOR A GRANT PROJECT TO EXPAND BROADBAND
INFRASTRUCTURE AND SERVICES IN FRANKLIN COUNTY**

THIS AGREEMENT ("Agreement") is entered into this 16 day of October, 2023, by and between Franklin County, Alabama (the "County") and Tombigbee Electric Cooperative (hereinafter "TEC"), UEI No. MLR6BCZ7H5F5, (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 the whole of its ARPA funds as revenue replacement funds ("ARPA revenue replacement funds"); and

WHEREAS, the Commission voted unanimously at its regular meeting on January 18, 2022, to allocate up to \$5,000,000 of ARPA funds for the expansion of broadband fiber optic infrastructure in the County; and

WHEREAS, following completion of a broadband feasibility study to identify unserved and underserved portions of the County, the County designated priority areas consisting of unserved and underserved portions of the County consistent with the County's ARPA award ("Priority Areas"); and

WHEREAS, the Commission unanimously approved the Franklin County Broadband Grant 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 Areas as the proposed areas in which ARPA funds should be expended (the "Project") and, thereafter, submitted the Application for advertisement and solicitation of potential internet service providers; and

WHEREAS, in response to the Application, TEC submitted a completed submission setting forth TEC's qualifications to complete a project similar in size and scope to the Project, as well as its present and future plans to provide broadband infrastructure in the County, including, but not limited to, portions of the County designated as Priority Areas consistent with the Project defined in the Application; and

WHEREAS, upon a recommendation by an evaluation team comprised of County staff members, the Commission determined that TEC possessed the requisite technical experience and expertise and financial capacity to perform the Project as defined in the Application, and voted to commit a portion of its ARPA funds for a fiber optic broadband project to be completed by TEC, conditioned upon discussions with TEC to refine the scope of work and budget specifically related to the Priority Areas identified by the County in the Application and as required by the terms and conditions of the ARPA award; and

WHEREAS, the Parties have refined the scope as directed by the Commission and have agreed upon a detailed scope of work, including a detailed map of the project areas within the county and the anticipated routes and locations to serve the Priority Areas where work would be performed, the timeline for performance of the work, a budget outlining the costs in each of the Priority Areas 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 TEC 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 in the unserved and underserved areas established as Priority Areas by the Commission in the Broadband Expansion Grant Program approved on May 15, 2023, and the Project Plan outlined in Attachment C.

II. SCOPE OF WORK

TEC 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:

1. Construction of broadband infrastructure in the unserved areas of the county which have been established as priorities by the county in its Broadband Application. Construction shall be performed pursuant to the standards and requirements set in the Broadband Application and the Project Plan and shall be completed within the timeframes set in the Project Plan and required by this agreement.
2. Following completion of the construction of broadband infrastructure pursuant to this agreement, TEC 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 TEC shall at all times during the period established in the Broadband Application and Project Plan participate in the Affordable Connectivity Program (ACP) and make that Program available to eligible customers pursuant to the provisions of ACP.
3. 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.
4. 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 TEC'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 the execution of this Agreement 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 TEC 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

TEC 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. TEC 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. TEC 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 as detailed in the budget included 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 December 31, 2023, and continuing until the project is completed and all funds have been expended for the purposes described in this Agreement, TEC 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 TEC pursuant to this agreement for the applicable reporting period.

- b. Upon completion of construction and beginning of operations, TEC 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, TEC 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, TEC 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

TEC 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 Franklin County Broadband Expansion Grant Program pursuant to this Agreement is \$5,000,000. 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 \$5,000,000.
- B. Payment will be made in three installments as follows:
 1. Following execution of this agreement, \$1,000,000 to be paid within ten (10) days of receipt of an invoice to the Franklin County Commission from TEC detailing pre-construction budgetary expenditures of materials and project design work necessary for the preparation and construction of the project to be performed pursuant to the Project Plan outlined in Attachment C.
 2. A payment of \$2,000,000 to be paid at the completion of 50% of construction upon receipt of an invoice submitted by TEC, accompanied by a verified statement from an architect or engineer attesting that
 - a. He or she has inspected the project;

- b. The work on the project is 50% complete; and
 - c. The work has been performed in compliance with industry standards and the requirements of the Project Plan outlined in Attachment C.
3. A payment of \$2,000,000 to be paid at the completion of the project upon receipt of an invoice submitted by TEC, 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:

Franklin County Commission Attn: Leah Mansell ARPA Funds Project Monitor P.O. 1028 Russellville, AL 35653	Tombigbee Electric Cooperative Attn: Jessica Garrison 3196 County Highway 55 Hamilton, AL 35570
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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, TEC certifies that it is eligible to receive federal funds and it is not excluded, suspended, or debarred from doing so.

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

FRANKLIN COUNTY COMMISSION


TOMBIGBEE ELECTRIC COOPERATIVE

By: 
Judge Barry Moore, Chair

By: _____
Britton Lightsey, CEO/President

Date: 10/16/2023

Date: _____

Attest: 
Leah Mansell, Administrator

Date: 10/16/2023

ATTACHMENT A

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

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,
AS AMENDED
WITH ATTACHMENTS**

Franklin County Broadband Grant Application

American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds

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.

Franklin County intends to dedicate an amount not to exceed \$5,000,000 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.

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 and Deadline

Applications must be submitted to Franklin County Administrator Leah Mansell at lmansell@hiwaay.net no later than **2:00 PM** on Friday, **June 30, 2023**, 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

Franklin County seeks to expand its broadband fiber optic infrastructure to populated areas of the county which are currently unserved or underserved with broadband internet service. The areas of concentration for this project are shaded in red and beige on the attached map, with the

red indicating unserved areas and the beige indicating underserved areas. The legend of the map identifies proposed fiber and cable routes for expansion of broadband in these areas. Portions of the red shaded areas on the attached map consist of timberland with no businesses or residences and will not be included in this project, which has as its priority to provide, to the greatest extent possible, last mile fiber optic broadband which can be extended to businesses and residences in these areas in the most affordable manner. The county is seeking to have infrastructure constructed in a manner that meets FCC standards and allows for future growth and expansion.

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, County Administrator Leah Mansell at lmansell@hiwaay.net. Questions must be received by end of day on June 23, 2023. If appropriate, the County will post answers to questions on its website, <http://franklincountyva.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 by Treasury, the 2021 SLFRF Compliance Supplement and the 2022 SLFRF Compliance Supplement.

Technical Requirements

It is the goal of Franklin County that the successful applicant will provide affordable, last mile fiber optic broadband infrastructure that will run to the premises in the unserved/underserved areas identified in the project description, provide equal upload and download speeds, and provide a 500 up/500 down minimum speed threshold with the capability to increase speeds as technology

changes in the future. The service shall be self-supporting once construction is completed and shall be designed and implemented in such manner as not to become obsolete in the future.

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.

The county is required to obligate ARPA funds to an eligible broadband project by December 31, 2024, and work must be completed and related funds expended 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.

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 includes excerpts from U.S. Treasury department guidelines for reporting of data and what data to report. Attachment 3 is provided as an example of the type of data reporting that will be required. 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.

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

Franklin County Administrator Leah Mansell 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. 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.

Grant evaluation will be based on the following criteria:

Criteria	Percent
1. Operational Experience of the ISP	10%

2. Construction Experience of the ISP	10%
3. Grant Experience of the ISP	10%
4. Project Approach	20%
5. Customer Support, Service Offerings and Pricing	10%
6. Schedule, Required Leases and Permitting	20%
7. Project Budget, Matching Funds, and Business Plan Indications	20%
Total	100%

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:
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 such as date established, number of employees, and 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 be 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?
- 1.5 Describe the technical and managerial capabilities of the applicant including a description of key staff member role(s) on the project, and their availability to work on this project.
- 1.6 List any other states that 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 Franklin 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 Discuss any 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 Speak to the wages and benefits of 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, describe your entity's experience in managing the state grant award(s), including the status of the grant(s) (pending award, awarded, closed-out).
- 3.2 In the past five years, have you received any federal grants for broadband construction? If yes, describe your entity's experience in managing the federal grant award(s), including the status of the grant(s) (pending award, awarded, closed-out).
- 3.3 In the past five years, have you been awarded state or federal funds to construct 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 Approach- 20%

4.1 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

4.2 Discuss the proposed construction type or types and the reasons for your proposed approach including whether aerial or underground fiber is proposed. Applicants that 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.

4.3 Discuss the technology to be deployed, future usage projections, and the ability to upgrade.

- 4.4 Discuss the proposed broadband speeds to be provided, including at least 100/20 Mbps. Will the project have 100/100 or greater capability?
- 4.5 Attach a preliminary technical evaluation of the project stamped and signed, certified by an Alabama licensed Professional Engineer, including:
 - 4.5.1 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.
 - 4.5.2 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.
 - 4.5.3 Describe your design philosophy for determining the size of customer nodes and for the expected level of oversubscription.
- 4.6 Do you anticipate supply chain issues, and if so, how will you address them?
- 4.7 Describe your process for identifying and mitigating utility conflicts.

5. Customer Support, Service Offerings, and Pricing- 10%

- 5.1 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:
 - 5.1.1 Where are your closest fiber-based broadband customers to the county?
 - 5.1.2 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.
 - 5.1.3 Where will the home location be for any outside technicians who will be assigned to the service area?
- 5.2 When did the ISP begin participation in or when will the ISP begin participation in the Affordable Connectivity Program (ACP)? Describe your experience with the program and the approximate number of customers utilizing the ACP discount.

5.3 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									

5.4 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) (\$/month)	J. Non-recurring Service Activation or Equipment Fees (\$)
Tier 1									
Tier 2									
Tier 3									
Tier 4									

6. Schedule, Required Leases, and Permitting- 20%

6.1 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.

6.2 Discuss any easement and/or permitting requirements for the proposed project, including, but not limited to, county, municipal, or Alabama Department of Transportation (ALDOT).

6.3 Discuss any required pole attachment agreements and their status.

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

7.1 Complete **Attachment 4- ACCA ARPA Broadband Grant Application Budget Workbook**.

7.2 Use the Key Data Tab from the Budget Workbook to complete the summary table below.

Key Budget Data Summary

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

7.3 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.

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

Take Rates

Year 3	Year 5

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

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

Projected Grant Dollars Needed Per Project Quarter

Quarter	Grant Dollars Needed
Q1	
Q2	
Q3	
Q4	
Q5	
Q6	
Q7	
Q8	
Total Grant Request	

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

Certifications

1. By signing below, I certify that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and at least 20 Mbps upload speed.

Name Date

2. By signing below, I confirm that the ISP does, or will upon completion of the project, participate in the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP).

Name Date

3. By signing below, I confirm that the applicant will comply with all applicable federal, state, and local laws, and further has read and will comply with the terms and conditions of the county's ARPA award (Attachment 1), should a grant be awarded.

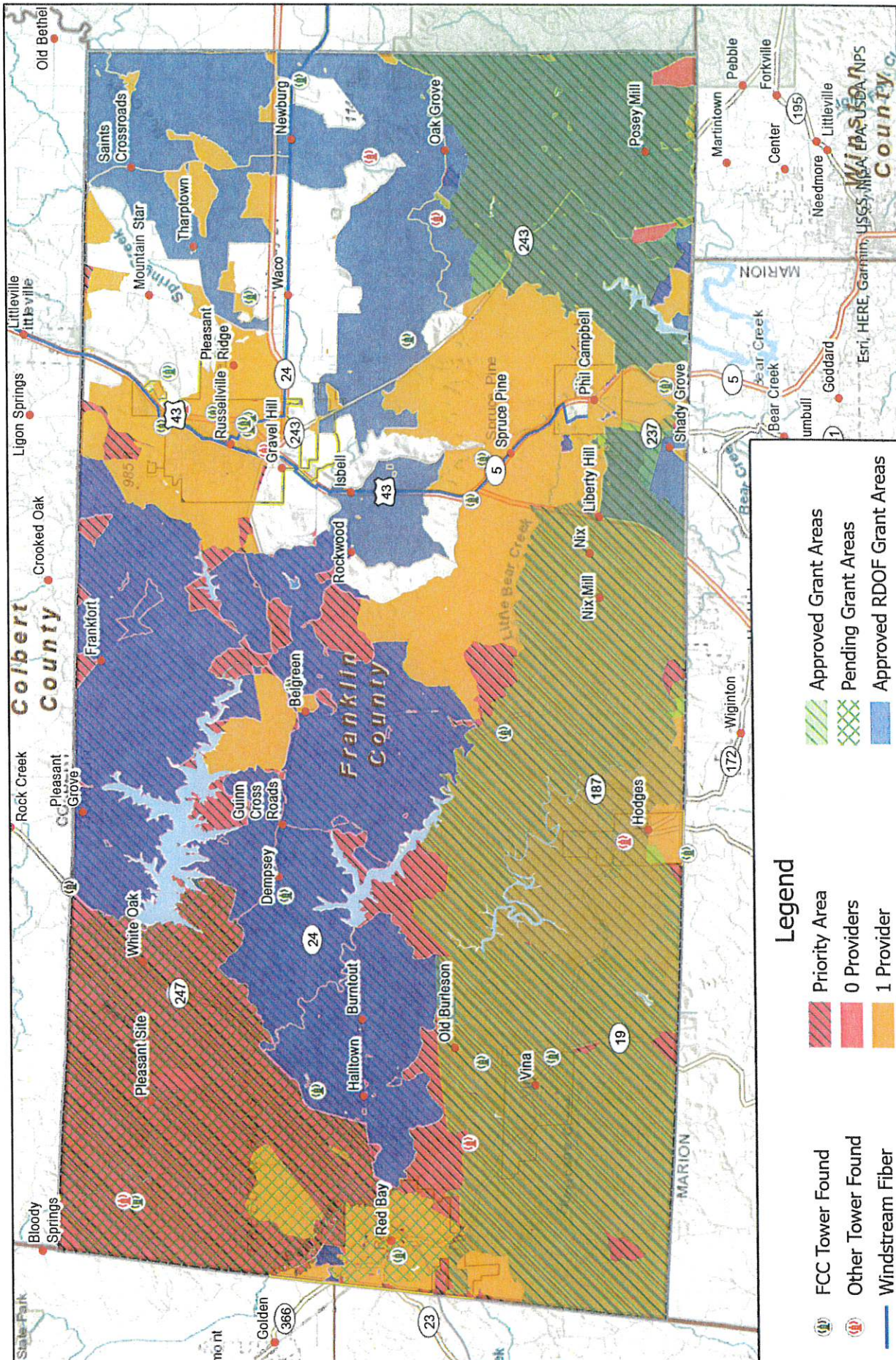
Name Date

4. 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.

Name Date

5. 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



Legend

-  Approved Grant Areas
-  Pending Grant Areas
-  Priority Area
-  0 Providers
-  1 Provider
-  FCC Tower Found
-  Other Tower Found
-  Windstream Fiber

Note: The Green and Blue shaded areas are where an internet provider has received grant funding to expand fiber infrastructure into these areas. Some of the Red shaded areas may have other grant applications pending, but are still areas of interest for the County in the event these grants are not otherwise awarded.

Broadband Application Map

Broadband Feasibility Study
Franklin County, Alabama



NOT TO SCALE

SAIN
ASSOCIATES



MINIMUM TERMS AND CONDITIONS, INCLUDING RELEVANT AMERICAN RESCUE PLAN ACT REQUIREMENTS, FOR BROADBAND USING REVENUE REPLACEMENT FUNDS

Provider shall comply will all applicable federal, state, and local laws relating to the expenditure of funds provided pursuant to this grant including, but not limited to, the following:

- I. Section 31-13-9 of the Code of Alabama 1975 imposes conditions on the award of County Contracts, including grant projects. Firms must agree to fully comply with 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.
- II. Provider agrees to comply with the 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. Provider shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.
- III. Federal regulations which may be applicable to this contract may include, without limitation, the following:
 1. Portions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as Treasury has determined are applicable to the use of Revenue Replacement Funds. Pursuant to guidance from Treasury, compliance specifically includes obligations under §§ 200.203 to comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the ARPA award and to take prompt action in instances of non-compliance.
 2. 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.
 3. New Restrictions on Lobbying, 31 C.F.R. Part 21. Provider 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.
 4. Generally applicable federal environmental laws and regulations. Provider must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401-7671g) 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.

5. Generally applicable laws prohibiting discrimination including:
 - A. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - D. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - E. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - F. Protection from retaliation or discrimination for whistleblowers as provided in 41 USC § 4712.
6. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - (1) A Provider, 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 USC Chapter 37; and
 - (2) when a violation of clause (1) occurs, the Provider and any contractor or subcontractor responsible for the violation are liable—
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

- IV. Provider must use strong labor standards, including payment of a competitive and prevailing wage in the County.
- V. Provider must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.
- VI. Provider should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.
- VII. All ARPA funds provided pursuant to this award must be obligated by no later than December 31, 2024, and expended by December 31, 2026.
- VIII. ARPA funds provided pursuant to this award shall only be used to support the broadband infrastructure project as described in the **[NOTICE OF FUNDING OPPORTUNITY/SOLICITATION]**. In no event shall the funds be used for any of the following:
 - 1. For special deposits into pension funds, retirement accounts, or rainy-day funds;
 - 2. For legal settlements;
 - 3. To pay debt service;
 - 4. In any manner that would frustrate guidance issued from the Centers for Disease Control relating to the prevention or mitigation of COVID-19;
 - 5. To support lobbying activities; or
 - 6. For expenses that have been or will be reimbursed by federal or state funds.

State of _____)
County of _____)

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

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, 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) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and 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.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee 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 _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. 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.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20____.

Witness: _____

Printed Name of Witness

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT B: BROADBAND APPLICATION ISSUED BY THE COUNTY, AS AMENDED

Broadband application published by County includes the following documents:

Attachment 3: Reporting Guidelines

NOTE: Due to its size, Attachment 3 is ordered as the last document in this file.

ATTACHMENT C: PROJECT PLAN

1. Project Description: This broadband infrastructure project is to provide both last mile infrastructure to areas in the County that currently have less than 100 Mbps upload and 20 Mbps download speeds and middle mile to these unserved or underserved areas that do not already have a commitment of public funds to meet these speeds using fiberoptic technology. The goal of this project is to reach 500/500 Mbps upload and download speeds in these areas.

2. Project Schedule:
 - a. Grant start date: (This will be the date of agreement execution)
 - b. Projected construction start date: December 5, 2022
 - c. Projected initiation of operations date*: May 15, 2023

3. Project Budget Details*:
 - a. Design: \$461,250.00
 - b. Construction (with contingencies): \$4,027,016.55
 - c. Permitting: \$98,400.00
 - d. Testing and Inspection: \$451,000.00

4. Infrastructure Scope:
 - a. Broadband technologies utilized: Fiber
 - b. Projected Total Miles of Fiber Deployed*: 205
 - c. See Attached Map Indicating Fiber to be Deployed to Priority Areas*

5. Existing (Pre-project) Priority Area Demographics Prior to Project Implementation:
 - a. **14** Number of Business Locations Served
 - b. **206** Number of Residential Locations Served
 - c. **14** Number of Business Locations Receiving Below 25/3 Mpps
 - d. **206** Number of Residential Locations Served Receiving Below 25/3 Mbps
 - e. **0** Number of Business Locations Receiving Between 25/3 Mbps and 100/20 Mbps
 - f. **0** Number of Residential Locations Receiving Between 25/3 Mbps and 100/20 Mbps

6. Projected Priority Area Designed Service Demographics Following Project Completion**:
 - a. **14** Number of Business Locations Served
 - b. **206** Number of Residential Locations Served, including 0 Housing Units
 - c. **0** Number of Business Locations Receiving Below 25/3 Mpps
 - d. **0** Number of Residential Locations Served Receiving Below 25/3 Mbps, including 0 Housing Units

*To be updated upon project completion.

**To be updated upon initiation of operations and once per quarter for the duration of the agreement term based upon actual number of customers served in the unserved/underserved areas of the County for which other federal funding is not otherwise been made available. It is understood that Subrecipient may utilize its own funding to extend additional service to surrounding areas; which are not reflected in this Plan.

- e. **0** Number of Business Locations Receiving Between 25/3 Mbps and 100/20 Mbps
- f. **0** Number of Residential Locations Receiving Between 25/3 Mbps and 100/20 Mbps, including 0 Housing Units
- g. **0** Number of Business Locations Receiving 100/20 Mbps and scalable to 100/100 Mbps
- h. **0** Number of Residential Locations Receiving 100/20 Mbps and scalable to 100/100 Mbps, including 0 Housing Units
- i. **14** Number of Business Locations Receiving 100/100 Mbps
- j. **206** Number of Residential Locations Receiving 100/100 Mbps, including 0 Housing Units
- k. **0** Number of Business Locations Receiving 500/500 Mbps
- l. **0** Number of Residential Locations Receiving 500/500 Mbps, including 0 Housing Units
- m. **0** Number of Community Anchor Locations Served
- n. **N/A** Number of Residents in the Priority Areas Utilizing ACP Program Rates

7. Customer Broadband Service Offerings:

- a. TEC 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 (\$)
Tier 1*	100	100	NONE	\$49.95	NONE	NONE	NONE	\$49.95	NONE
Tier 2	500	500	NONE	\$59.95	NONE	NONE	NONE	\$59.95	NONE
Tier 3	1000 (1 GIG)	1000 (1 GIG)	NONE	\$79.95	NONE	NONE	NONE	\$79.95	NONE
Tier 4**	2000 (2 GIG)	2000 (2 GIG)	NONE	\$99.95	NONE	NONE	NONE	\$99.95	NONE

*= MOST AFFORDABLE TIER

**= HIGHEST PERFORMANCE TIER

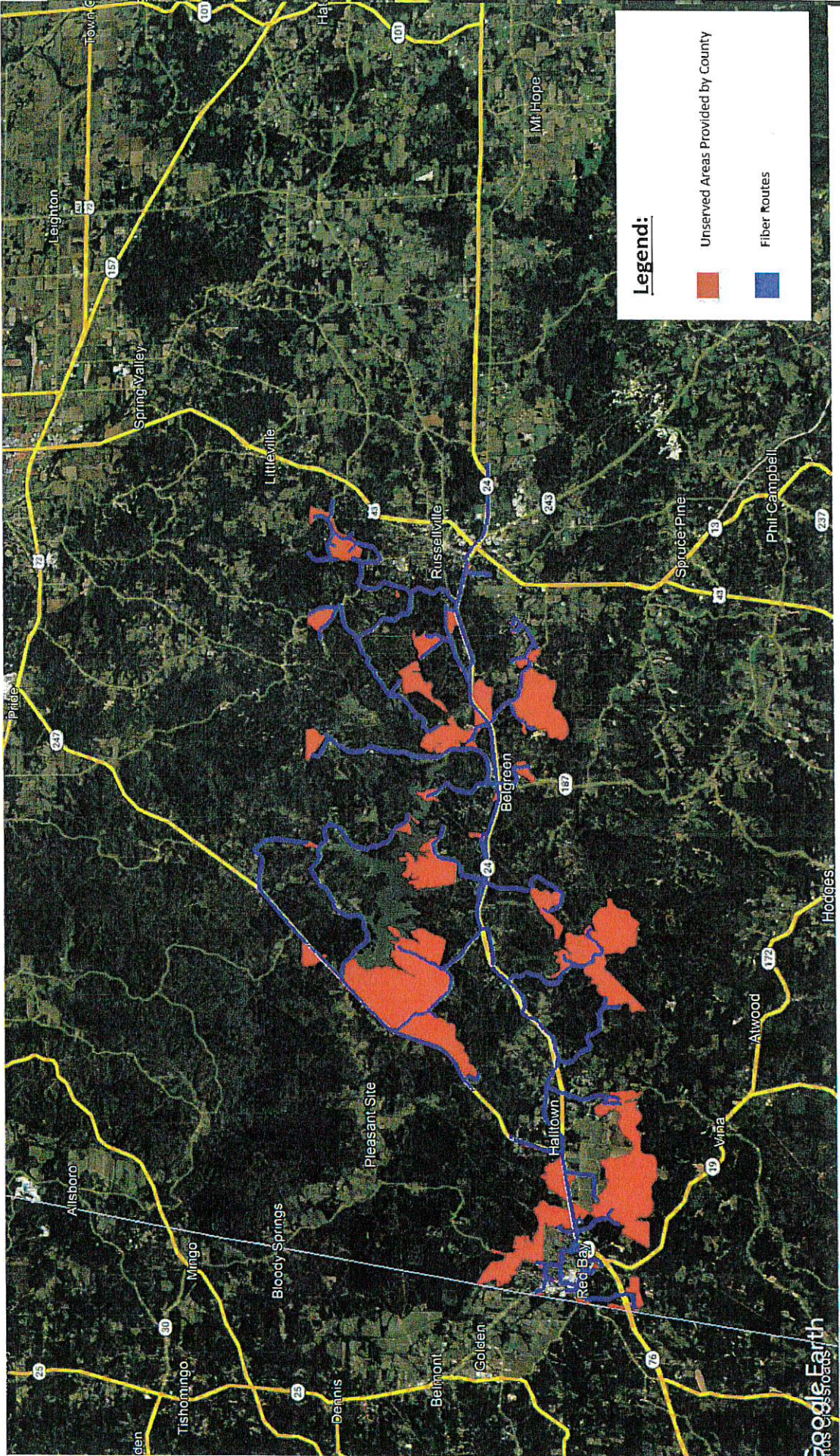
- b. As of March 1, 2022, TEC has participated in the Federal Communications Commission (FCC) Affordable Connectivity Program (ACP). TEC shall maintain its commitment to participate in the ACP program for at least five (5) years following the initiation of operations on this project.

c. TEC will offer the following business 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 (\$)
Tier 1*	100	100	NONE	\$49.95	NONE	NONE	NONE	\$49.95	\$150 (ONE TIME)
Tier 2	250	250	NONE	\$99.95	NONE	NONE	NONE	\$99.95	\$150 (ONE TIME)
Tier 3	500	500	NONE	\$199.95	NONE	NONE	NONE	\$199.95	NONE
Tier 4	1000 (1 GIG)	1000 (1 GIG)	NONE	\$499.95	NONE	NONE	NONE	\$499.95	NONE
Tier 5**	10000 (10 GIG)	10000 (10 GIG)	NONE	\$1999.95	NONE	NONE	NONE	\$1999.95	NONE

9. *= MOST AFFORDABLE TIER

10. **= HIGHEST PERFORMANCE TIER



Legend:

- Unserved Areas Provided by County
- Fiber Routes

Coronavirus Capital Projects Fund Compliance and Reporting Guidance

For States, Territories, and Freely Associated States



June 2023

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Coronavirus Capital Projects Fund Compliance and Reporting Guidance For States, Territories, and Freely Associated States

Part 1: Introduction

On March 11, 2021, the American Rescue Plan Act was signed into law, establishing the Coronavirus Capital Projects Fund (Capital Projects Fund or CPF) Program. CPF is administered by the U.S. Department of the Treasury (Treasury) and provides grants to States, territories, freely associated states, and Tribal governments to carry out critical Capital Projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease (COVID-19).

This guidance provides additional detail and clarification about reporting and compliance responsibilities for States, territories, and freely associated states under the CPF Program, and should be read in concert with the following documents:

- Capital Projects Fund Statute;
- Capital Projects Fund Guidance for States, Territories, and Freely Associated States (Capital Projects Fund Guidance);
- Grant Agreement;
- Frequently Asked Questions (FAQs);
- Assistance Listing in SAM.gov under Assistance Listing number (formerly known as CFDA number), 21.029; and
- Other regulatory and statutory requirements, including regulatory requirements under the Uniform Guidance (2 CFR Part 200).

This guidance is not applicable to Tribal governments. Tribal Recipients should instead refer to the Tribal Government Reporting Guidance on the CPF website.

Recipients are responsible for reporting on approved Program Plans and the associated Projects. A “Program” means one or more Capital Projects with common characteristics (e.g., a group of Multi-Purpose Community Facility Projects that directly enable work, education, and health monitoring).

Recipients are responsible for monitoring and overseeing Subrecipients’ use of funds and other activities related to the award to ensure that Subrecipients comply with the applicable statutory and regulatory requirements, and the terms and conditions of the award pursuant to 2 CFR 200.332.

In addition to reporting to Treasury, CPF Recipients are responsible for reporting on subawards in the Federal Subaward Reporting System (FSRS) and reporting executive compensation information in SAM.gov pursuant to 2 CFR Part 170, Appendix A, Award Term, which is

incorporated by reference in the Grant Agreement. Recipients must maintain an active SAM.gov registration for the duration of their CPF award pursuant to 2 CFR 25.200(b)(2).

Part 2: Reporting Requirements

There are two types of reporting requirements for the CPF Program.

- **Project and Expenditure Report (P&E):** A quarterly report to provide information on Projects funded, obligations, expenditures, project status, outputs, performance indicators, and other information. **See Section A, page 3.**
- **Performance Report:** An annual report to provide information on CPF-funded Programs and to describe the outputs and outcomes of Programs. **See Section B, page 9.**

Reporting will be due according to the schedule below, which may be modified by Treasury with prior notice to Recipients. The initial quarterly Project and Expenditure Report is due for the first quarter in which a State, territory, or freely associated state receives its first CPF payment. If the CPF payment is received on or before the 15th day of the 3rd month of that quarter, a Project and Expenditure Report is due for that quarter.

All reporting must be submitted through Treasury's Reporting Portal. **Table 1** shows the reporting requirements for States, territories, and freely associated states.

Table 1: Report Timelines

Report	Report Type	Period Covered	Due Date
1†	P&E Q0,1,2,3	All Costs Incurred Until September 30, 2022 (Including Pre-Award Costs)	October 31, 2022†
2	P&E Q4	October 1, 2022 – December 31, 2022	January 31, 2023
3	P&E Q1	January 1, 2023 – March 31, 2023	April 30, 2023
4	P&E Q2	April 1, 2023 – June 30, 2023	July 31, 2023
P1	Performance	All Performance Until June 30, 2023	July 31, 2023
5	P&E Q3	July 1, 2023 – September 30, 2023	October 31, 2023
6	P&E Q4	October 1, 2023 – December 31, 2023	January 31, 2024
7	P&E Q1	January 1, 2024 – March 31, 2024	April 30, 2024
8	P&E Q2	April 1, 2024 – June 30, 2024	July 31, 2024
P2	Performance	July 1, 2023 - June 30, 2024	July 31, 2024
9	P&E Q3	July 1, 2024 – September 30, 2024	October 31, 2024
10	P&E Q4	October 1, 2024 – December 31, 2024	January 31, 2025
11	P&E Q1	January 1, 2025 – March 31, 2025	April 30, 2025
12	P&E Q2	April 1, 2025 – June 30, 2025	July 31, 2025
P3	Performance	July 1, 2024 - June 30, 2025	July 31, 2025
13	P&E Q3	July 1, 2025 – September 30, 2025	October 31, 2025
14	P&E Q4	October 1, 2025 – December 31, 2025	January 31, 2026
15	P&E Q1	January 1, 2026 – March 31, 2026	April 30, 2026
16	P&E Q2	April 1, 2026 – June 30, 2026	July 31, 2026
P4	Performance	July 1, 2025 - June 30, 2026	July 31, 2026
17	P&E Q3	July 1, 2026 – September 30, 2026	October 31, 2026
18	P&E Q4	October 1, 2026 – December 31, 2026	March 31, 2027
P5	Performance	July 1, 2026 - December 31, 2026	March 31, 2027

The remainder of this document describes these reporting requirements. A user guide describing how and where to submit required reports, among other information, will be posted on the [CPF website](#) prior to the opening of the reporting portal, and updated on a regular basis.

A. Project and Expenditure Report

States, territories, and freely associated states are required to submit Project and Expenditure Reports on a quarterly basis according to the due dates noted in **Table 1**. A Project and Expenditure Report must be completed for each Project included in an approved Program Plan, beginning after a Project has been selected and a subaward has been executed (if applicable). Project and Expenditure Reports will be due each quarter thereafter for the remainder of the period of performance to continue to collect performance data. Additionally, to provide public transparency, Treasury will seek information from Recipients regarding their plans and practices related to promoting on-time and on-budget delivery related to CPF Projects.

Following the initial report, all Project and Expenditure Reports will cover one three-month period and must be submitted to Treasury within 30 calendar days after the end of each period, except for the final report, which is due 120 calendar days after the end of the period of

† Recipients that have not received an initial CPF payment (either payments for Administrative Costs or Project Costs) on or before September 15, 2022, are exempted from Report 1 and should submit their initial P&E Report for the first quarter in which the Recipient receives its first CPF payment.

performance.¹ Treasury may provide additional closeout instructions prior to the end of the period of performance.

The user guide to be published by Treasury will include definitions for data elements, information about how frequently each data element should be submitted, processes to be followed when collecting data, templates for data submission, and further instructions as to how to submit required data and reports.

The following information must be submitted with respect to the use of CPF funds during the period covered in Project and Expenditure Reports:

a. Administrative Expenses

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Pursuant to the Grant Agreement, Recipients are permitted to charge both direct and indirect costs to their CPF award as Program Administrative Costs. If a Recipient has a current Negotiated Indirect Costs Rate Agreement ("NICRA"), then the Recipient may use its current NICRA to charge indirect costs to its CPF award. However, if the Recipient does not have a current NICRA, the Recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs to charge indirect costs to its CPF award pursuant to 2 CFR 200.414(f). Note that Administrative Expenses do not need to be broken down at the Project level, and instead should be reported in the aggregate. Recipients should refer to the Capital Projects Fund Guidance for more information about requirements for the use of Administrative Funds.

b. Program Budget Updates

Recipients must revise and submit each Program Plan budget no less frequently than once every twelve months.² Each Program budget should be provided in the form of a table with a project costs section and a program administrative costs section, and columns for each year in the period of performance. Past years should be updated to show actual obligations and expenditures. Remaining years should be updated to reflect accurate budget projections. Table rows should align with the Program budgets previously established in the Recipient's Program Plans, with rows added and removed as needed. Recipients are required to explain any major changes compared to the prior submitted budget, including deviations from budget, program scope, or objective. Program budget instructions can be found in the use type Program Plan Questionnaires on the CPF website.

The following information will be required in Project and Expenditure Reports for each Project:

1. Project Information: For each Project, the Recipient will provide:

- Project name
- Identification number (created by the Recipient)

¹ For additional information on final reports, see 2 C.F.R. 200.344(a) and (b).

² Program budget update due dates to be specified in the forthcoming user guide.

- Corresponding approved Program Plan number (designated by Treasury)
- Project use code
- A brief description with sufficient detail to provide understanding of the objective(s) and major activities that will occur throughout the Project
- Type of owner for the capital asset (such as private, public private partnership, government, co-operative, etc.).
- For each subrecipient, as applicable:
 - Name
 - Contact information
 - Tax ID number (TIN)
 - Unique Entity Identifier
 - Date of award
 - Total award amount
- Start date for construction (Planned/Actual) (if applicable)
- Date for completion of construction (Planned/Actual) (if applicable)
- Date of the initiation of operations (Planned/Actual)

Throughout the Project, the Recipient will be accountable for the accuracy of this information and for reflecting any changes, as is applicable, in each Project and Expenditure Report submission.

If applicable, the Recipient will also be required to answer the following questions regarding additional sources of funding being used for the Project:

- Is CPF funding used in conjunction with other federal funding for the Project? (Y/N)
- If "Y":
 - Provide the Program Name and Assistance Listing number of the other program(s) providing federal funding
 - Provide the amount of the other federal funding obligated (by Assistance Listing)
 - Is the other federal funding subject to the requirements of the Davis-Bacon Act? (Y/N)

2. Obligations and Expenditures: For each Project, the Recipient will report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure
- A brief description of the major activities on which funds were expended during the reporting period, including costs related to community engagement and any other Ancillary Costs

Treasury needs certain project-level budget information to assess overall adherence to project cost and schedule and to evaluate performance outcomes. In addition to Program Plan information, Recipients must report the following budget information for *each Project*:

- Total amount of CPF funding budgeted for the project
- Total amount budgeted for the project from *all* funding sources, including but not limited to non-CPF federal funding sources, and private funding sources

3. Project Status: The Recipient will be asked to report on project status each reporting period, in four categories:

- Not Started

- Completed less than 50 percent
- Completed 50 percent or more
- Completed

4. Special Statutory Matching Funds Requirements: CPF funds may be used as a State's non-federal share (also known as "matching funds") for certain other federal programs as specifically permitted under statute. Recipients using CPF funds as non-federal share funds for other federal programs will be asked to report on the following:

- Provide the Program Name and Assistance Listing of the other federal program that is being matched, as well as the statutory citation permitting CPF funds to be used as non-federal matching funds
- Provide the total amount of CPF funds being used as matching funds
- Provide a brief description of the project, including the total anticipated costs for the project from all funding sources

5. Labor: For Projects receiving \$ 5 million or more in CPF funding (based on expected total cost):

- a. A recipient may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Recipient must provide a project employment and local impact report detailing:
- The number of contractors and sub-contractors working on the Project;
 - The number of employees on the Project hired directly and hired through a third party;
 - The wages and benefits of workers on the Project by classification; and
 - Whether those wages are at rates less than those prevailing.³

Recipients must maintain sufficient records to substantiate this information upon request.

- b. A recipient may provide a certification that a Project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Recipient does not provide such certification, the Recipient must provide a project workforce continuity plan, detailing:
- How the Recipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered

³ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;

- How the Recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
 - How the Recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - Whether the Project has completed a project labor agreement.
- c. Whether the Project prioritizes local hires.
- d. Whether the Project has a Community Benefit Agreement. Recipient must provide a description of any such agreement.

- 6. Required Performance Indicators and Project Data:** Recipients will be required to provide project-level information according to the project use code of the corresponding approved Program Plan.

The following programmatic data is required for each corresponding project use code. Note that not all data elements will be required in each quarterly Project and Expenditure Report and that the frequency of submission will vary depending on the data element, the project status, and other components, to be described in greater detail in the user guide.

Project Use Code 1A – Broadband Infrastructure Projects

The Recipient must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - Fiber
 - Coaxial Cable
 - Terrestrial Fixed Wireless
 - Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - Total number of locations served, broken out by speeds:
 - Pre-CPF Investment:
 - Number receiving less than 25/3 Mbps
 - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
 - Post-CPF Investment (Planned/Actual):
 - Number receiving minimum 100/100 Mbps
 - Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
 - Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
- Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.

- Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

For each location served by a Project, the Recipient must collect from the subrecipient and submit the following information to Treasury using a predetermined file format that will be provided by Treasury on the CPF website:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
 - Residential
 - If Residential, Number of Housing Units
 - Business
 - Community anchor institution
- Speed tier at the location pre-CPF investment
 - Below 25/3 Mbps
 - 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-CPF investment
 - Maximum download speed offered
 - Maximum download speed delivered
 - Maximum upload speed offered.
 - Maximum upload speed delivered
 - Latency
- Standardized FCC Identifiers
 - Fabric ID # (Broadband Serviceable Fabric Locations)
 - FCC Issued Provider ID #

Project Use Code 1B – Digital Connectivity Technology Projects

- Address(es) from which devices will be distributed or installed (in the case of public wi-fi equipment), or other location information as appropriate
- Device type (Select all that apply)
 - Laptops
 - Tablets
 - Desktop Computers
 - Public Wi-Fi Equipment
 - Other
- For each selected device type, provide: (Planned/Actual)
 - Total number of devices purchased
 - Total expenditure
- Total number of individuals using devices (Planned/Actual)
- A brief narrative explaining the number and types of digital literacy trainings and other support services provided to enable use of the devices, including the number of individuals who attend or make use of the trainings and support services (Proposed/Actual)
- Are Subrecipients measuring the Project's effectiveness and impact through data collection, such as surveys? (Y/N)

Project Use Code 1C – Multi-Purpose Community Facility Projects

- Physical address of each Multi-Purpose Community Facility funded by the Project (Planned/Actual)
- Investment type
 - New construction, to include acquisition of property for development
 - Renovation/expansion of existing structure, to include acquisition of existing structures for renovation/expansion
- Type and number of features in the Multi-Purpose Community Facility (Planned/Actual):
 - Classroom
 - Computer Lab
 - Multi-purpose Space
 - Telemedicine Room
 - Other (with explanation)
- Total square footage funded by CPF dollars (Planned/Actual)
- Total number of individuals using the capital asset (Actual)
- Does the Multi-Purpose Community Facility have proximate access to public transportation? (Y/N)

Project Use Code 2 – Case-by-Case Reviews

For Program Plans submitted for Case-by-Case Review, Treasury will work with the Recipient to develop metrics and performance measures for the Program Plan and associated Projects. As one component of their submission, Recipients will be asked to provide proposed metrics and performance measures for review by Treasury. Performance indicators proposed should include both output and outcome measures. Recipients are encouraged to use logic models⁴ to identify their output and outcome measures. All proposed metrics and measures are subject to final review and approval by Treasury.

⁴ A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program. More information about logic models can be found in *Managing For Results: The Performance Management Playbook for Federal Awarding Agencies*.

B. Performance Report

All Recipients must submit Performance Reports that demonstrate the performance of CPF-funded Programs. While the Project and Expenditure Report focuses on project-level information associated with approved CPF Programs, the Performance Report will provide information related to program outputs and outcomes against the stated objectives in the approved Program Plan(s). Recipients must submit a Performance Report for each approved Program Plan according to the schedule outlined in **Table 1**.

Performance Reports are due 30 calendar days after the end date of the reporting period, except for the final report, which is due 120 calendar days after the end of the period of performance.⁵

Recipients must post each Performance Report on their public-facing website before submitting the report to Treasury, and the report must continue to be available on the Recipient's website for a period of not less than five years. This reporting requirement includes uploading a link to the publicly available Performance Report document along with submitting the report using the Treasury Reporting Portal.

Treasury will provide a recommended template for Performance Reports in a forthcoming user guide, but Recipients may modify this template as long as the submission meets the requirements outlined in this section.

More information about how to submit Performance Reports will be shared in the user guide.

The Performance Report should include, at a minimum, the following information for each Program Plan that has been approved by Treasury:

1. Program Information

- Approved Program Plan number (as provided by Treasury)
- Program start date
- Program end date
- Actual CPF funds allocated to this Program

2. Executive Summary

Provide a high-level overview of the Recipient's actual uses of funding and progress made during the period covered towards objectives stated in the corresponding approved Program Plan. The Executive Summary should also include an overview of key outcomes and any noteworthy challenges or opportunities identified during the period covered.

3. Uses of Funds

Recipients must provide a short narrative describing the intended and actual use of funds and the performance of the Program Plan. Recipients should reference the objectives and activities outlined in the approved Program Plan. The narrative should also explain the data, including performance indicators, submitted via the Project and Expenditure Reports during the period covered and must address the following topics:

- Activities implemented over the period covered, including summaries of key milestones achieved, outputs produced, and outcomes achieved;
- Activities planned for the next period covered;

⁵ For additional information on final reports, see 2 C.F.R. 200.344(a) and (b).

- Narratives about individuals/households benefiting from CPF funds, including information about methods used for collecting and measuring success;
- Notable challenges and the status of each challenge;
- Overview and outcomes of ancillary costs incurred to support bringing the capital asset(s) into full use (e.g., focused advertising to increase broadband subscriptions in high-need communities, digital literacy training to support device loan programs, community engagement to support successful operations, etc.).

4. Promoting Equitable Outcomes and Addressing Critical Needs

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity, in communities with a critical need, such as high-poverty and rural areas. For the purposes of CPF, equity and underserved communities are defined in the [Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government](#), as issued on January 20, 2021 (EO 13985). Treasury additionally supports “equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality” EO 13985 at 7009.

Performance Report 1 must describe efforts and outcomes during the period covered to promote equity and address critical needs as described in each approved Program Plan. Each Performance Report thereafter must provide an update, using qualitative and quantitative data, on how the Recipient achieved or promoted equitable outcomes or progressed toward equity objectives during the reporting period, and any constraints or challenges related to increasing equity.

Please describe how the Recipient considered and measured equity and addressed critical need at the various stages of the Program during the reporting period, including:

- Objectives:** Based on your definition of communities with critical need, are there particular historically underserved, marginalized, or adversely affected groups, including those living in rural areas and/or high-poverty areas, that the capital assets being funded by CPF are designed to serve? Reiterate the definition of critical need used for each Program Plan.
- Awareness:** How equal and practical was the ability for members of these communities, including households, businesses, and other organizations, to become aware of the services funded by CPF?
- Outcomes:** What progress has the Program made toward addressing critical need(s) identified in targeted communities, such as closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions that are relevant to the policy objective? What methods (e.g., surveys, interviews) are being used (if applicable) to quantify and qualify Project and Program outcomes?

5. Labor

Describe workforce practices on any Broadband Infrastructure and/or Multi-Purpose Community Facility projects being pursued. How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

6. Community Engagement

Please describe how the Recipient incorporated or plans to incorporate feedback from communities, organizations, and constituents when selecting Capital Projects Fund Projects and

how the Recipient plans to address feedback (including grievances) received during project construction and/or implementation.

Recipients should report on (and include quantitative information, such as counts, about) the following activities related to community engagement in support of the implementation and operations of each Program and related Projects:

- Community engagement efforts and activities that occurred with and/or in communities served by the Program; Recipients should include information about the types of organizations (such as training providers, community colleges, libraries, churches, and community-based groups) and, where possible, names of organizations and communities the Recipient and Subrecipient(s) were engaged with to support the implementation and operations of Projects;
- Outreach, advertising, and translation activities and services deployed to reach communities the Program is designed to serve; and
- Languages used in community outreach efforts and materials for people with limited English proficiency, and other approaches taken to solicit feedback from underserved communities.

If relevant, Recipients must report on how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, populations with limited English proficiency, and other traditionally unserved or underserved groups.

Recipients should also outline any plans to sustain, improve, and or grow community engagement efforts in the subsequent performance year.

7. Civil Rights Compliance

See Part 3 Section B.8.c.

Part 3: General Guidance

This section provides an overview of Recipients' compliance responsibilities under the Capital Projects Fund Program.

It is the Recipient's responsibility to ensure that their CPF award funds are used in compliance with all applicable statutes, regulations, and guidance published by Treasury, and the requirements of any other funding sources used in conjunction with CPF award funds. Recipients must maintain proper documentation supporting determinations of allowable costs and proper internal controls.

It is the Recipient's responsibility to ensure that Subrecipients are using the subawards for authorized purposes in accordance with 2 CFR 200.332, including ensuring that Subrecipients comply with the Capital Projects Fund Statute, grant agreement, applicable federal statutes, regulations, guidance published by Treasury, and reporting requirements.

A. Compliance Requirements

All Recipients of federal funds must complete financial, performance, and compliance reporting as required by the Grant Agreement, 2 CFR 200.328, 2 CFR 200.329, and as outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis as long as the methodology is disclosed and is consistently applied. Project and Expenditure Reports must incorporate the definition of expenditures pursuant to 2 CFR 200.1. Recipients must maintain accounting records for compiling and reporting accurate financial data in accordance with appropriate accounting standards and principles.

B. Uniform Administrative Requirements

CPF awards are subject to the requirements set forth in the Uniform Guidance except as otherwise provided by Treasury guidance. Recipients should review the Uniform Guidance requirements applicable to their use of Capital Projects Fund grant funds, and Capital Projects Fund Projects.

The following sections provide a general summary of Recipients' compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance. Note that the descriptions below are only general summaries. All Recipients and Subrecipients are advised to carefully review the Uniform Guidance requirements and all other regulatory and statutory requirements applicable to CPF.

1. Internal Controls

Per 2 CFR 200.303, Recipients must establish and maintain effective internal controls to manage their CPF award in compliance with Federal statutes, regulations, and the terms and conditions of the CPF award. Recipients should review program requirements, the Grant Agreement, and the approved Program Plans to determine and record eligible uses of CPF grant funds.

2. Allowable Costs/Cost Principles

As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs must meet the following criteria: (1) be allowable, necessary, reasonable, and allocable for the performance of the Federal award, (2) be accorded consistent treatment as either a direct cost or indirect cost (and as either a Project cost or administrative cost), and (3) be adequately documented. Recipients are responsible for the effective administration of

Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award.

3. Cash Management

Capital Projects Fund payments made to states and territories are subject to the requirements of the Cash Management Improvement Act (P.L. 101-453) and Treasury's implementing regulations at 31 CFR part 205. CPF payments made to freely associated states are subject to the cash management requirements described in the Uniform Guidance at 2 CFR 200.305(b).

Recipients may request drawdowns of CPF funds from Treasury on a reimbursement basis to cover outlays already incurred, or as advances on anticipated outlays. Recipients are responsible for requesting drawdowns from Treasury only as needed. Pursuant to 31 CFR 205.33, state Recipients are required to minimize the time elapsing between drawdowns of award funds and outlays of award funds.

4. Earned Interest

Recipients are not required to deposit CPF funds in a separate bank account; however they must track and account for CPF funds appropriately. Recipients are also required to track interest earned on CPF funds.

Freely Associated States

Pursuant to 2 CFR 200.305(b)(9), interest earned up to \$500 per year may be retained by freely associated state Recipients for administrative expenses on the CPF award. All additional interest earned by freely associated state Recipients on advances from CPF funds must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.⁶

5. Period of Performance and Pre-Award Costs

The period of performance for the CPF grant begins on the date that Treasury countersigns the Grant Agreement (the "POP Start Date") and ends on December 31, 2026 unless otherwise indicated. Recipients may use CPF funds to pay for certain eligible costs incurred after March 15, 2021, but before the POP Start Date ("Pre-Award Costs") subject to certain conditions. Any Pre-Award Costs must be disclosed, explained, and submitted along with corresponding Program Plan materials to be reviewed and approved by Treasury. Recipients should refer to Section 10 of the Grant Agreement and Section I.D.b of the Capital Projects Fund Guidance for additional information about Pre-Award Costs. All funds must be used for costs incurred during the period of performance or for Pre-Award Costs.

6. Program Income

Other than for program income generated by broadband infrastructure projects, Treasury requires that Recipients add program income to their CPF award pursuant to 2 CFR 200.307. Any program income generated from CPF funds must be used for the purposes and under the conditions of CPF. Program income includes but is not limited to income from fees for services performed or fees from the use or rental of real or personal property acquired under federal

⁶ See 2 CFR 200.305(b)(9) for detailed information on how freely associated state recipients may remit interest earned over \$500 annually to the Department of Health and Human Services Payment Management System (PMS).

awards. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income" please see 2 CFR 200.1.

Recipients not using CPF funds for a broadband infrastructure project should calculate, document, and record their program income. Treasury additionally encourages Recipients to implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

Guidance on program income generated by broadband infrastructure projects is forthcoming.

7. Subrecipient Monitoring

CPF Recipients that provide a subaward to Subrecipients to carry out CPF Projects are required to manage and monitor their Subrecipients to ensure compliance with requirements of the CPF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

Recipients must clearly identify to the Subrecipient that: (1) the award is a subaward of CPF funds; (2) all applicable compliance requirements for use of CPF funds; and (3) all applicable reporting requirements for expenditures of CPF funds.

8. Other Compliance Obligations

Recipients should ensure that they remain in compliance with the Grant Agreement. These obligations include the following items in addition to those described above:

- a. **Recordkeeping Requirements.** Recipients must maintain records and financial documents for five years after all CPF funds have been expended or returned to Treasury. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Recipients must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (GAO), Treasury's Office of Inspector General (OIG), and the Pandemic Relief Accountability Committee (PRAC).

- b. **Single Audit Requirements.** Recipients and Subrecipients that expend \$750,000 or more in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F. Recipients and Subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples of single audit submissions.
- c. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing

regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the Department's implementing regulations at 31 C.F.R. part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from Recipients to ascertain their compliance with the applicable requirements after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from Recipients (see 28 CFR 42.406). Treasury will request that Recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. Treasury may also request certain Title VI compliance information on an annual basis. This information may include questionnaires, narratives, and assurances describing Recipient compliance with Title VI.

Appendix 1: Definitions

Treasury will apply the following definitions for purposes of this reporting guidance. Terms not defined herein shall have the definitions contained in Uniform Guidance.

- (a) "Administrative Expenses", "Program Administrative Expenses", or "Administrative Costs" mean the costs incurred by a Recipient related to the administration of Capital Projects Fund awards, the provision of technical assistants to potential Subrecipients, and compliance with grant administration and audit requirements.
- (b) "Ancillary Costs" has the meaning set forth in Section I.C.c of the Capital Projects Fund Guidance.
- (c) "Broadband Infrastructure Project" has the meaning set forth in Section I.C.a of the Capital Projects Fund Guidance.
- (d) "Capital Project" or "Project" has the meaning set forth in Section I.C.c of the Capital Projects Fund Guidance.
- (e) "Capital Projects Fund Program Plan" or "Program Plan" means a plan submitted by a Recipient containing a description of a program for which the Recipient is seeking funding under the Capital Projects Fund.
- (f) "Capital Projects Fund Guidance" refers to the *Guidance for the Coronavirus Capital Projects Fund for States, Territories, and Freely Associated States*.
- (g) "Capital Projects Fund Statute" or "Statute" means Section 604 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021), codified as 42 U.S.C. § 804.
- (h) "Contractor" is an entity that receives a contract by which a CPF Recipient or Subrecipient purchases property or services needed to carry out a CPF Project or Program.
- (i) "Digital Connectivity Technology Project" has the meaning set forth in Section I.C.a of the Capital Projects Fund Guidance.
- (j) "Expenditure" is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).
- (k) "Grant Agreement" means the standardized agreement executed between the Eligible Recipient's authorized representative and Treasury that outlines the terms and conditions of the funds, reporting and recordkeeping, and other requirements.
- (l) "Logic Model" is a tool used to describe how programs are linked to the results the program is expected to advance or achieve. Logic models are intended to identify problems (in the problem statement), name desired results (in the goals and objectives), and develop strategies for achieving results. Logic models also provide a visual representation of the causal relationships between a sequence of related events, connecting the need for a planned program or project with desired results. Logic models identify strategic elements (e.g., inputs, outputs, activities, and outcomes) and their relationships. This also includes statements about the assumptions and external risks

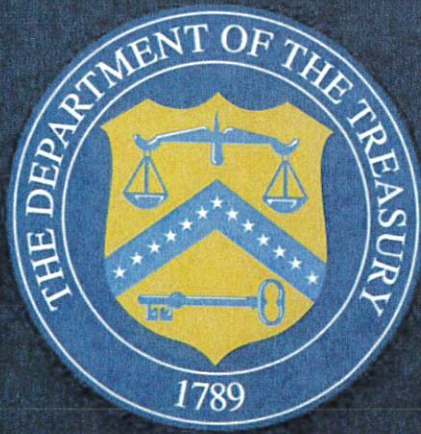
that may influence success or present challenges.

- (m) "Multi-Purpose Community Facility Project" has the meaning set forth in Section I.C.a of the Capital Projects Fund Guidance.
- (n) "Obligations" are orders placed for property and services, contracts and subawards made, and similar transactions that require payment.
- (o) "Outcome" is a desired result of a program.
- (p) "Output" is a quantity of a product or service delivered by a program.
- (q) "Performance Indicator" or "Indicator" is a measurable value that indicates the state or level of something.
- (r) "Period Covered" is the set amount of time for which a Project and Expenditure Report or Performance Report requests information.
- (s) "Program" means one or more Capital Projects with common characteristics (e.g., a group of Multi-Purpose Community Facility Projects that directly enable work, education, and health monitoring) for which an Eligible Recipient is seeking funding under the Capital Projects Fund.
- (t) "PoP Start Date" has the meaning set forth in Part 3. Section B.5.
- (u) "Pre-Award Costs" has the meaning set forth in Part 3. Section B.5.
- (v) "Recipient" or "Eligible Recipient" is an entity that receives a federal award directly from a federal awarding agency. The term Recipient does not include Subrecipients or individuals that are beneficiaries of the award.
- (w) "State" has the meaning set forth in Section I.A of the Capital Projects Fund Guidance.
- (x) "Subrecipient" is an entity that receives a subaward from a CPF Recipient to carry out a capital project on behalf of a CPF Recipient. Subrecipients may include, but are not limited to, other levels or units of government, non-profits, or private entities.
- (y) "Treasury" means the U.S. Department of the Treasury.
- (z) "Treasury Reporting Portal" refers to the online portal that will be used to submit Project and Expenditure Reports and Performance Reports.
- (aa) "Tribal Government" means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of this Act pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131) and the State of Hawaii (for exclusive use of the Department of Hawaiian Home Lands and the Native Hawaiian Education Programs to assist Native Hawaiians).

(bb) "Uniform Guidance" means the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in Title 2 of the Code of Federal Regulations (2 CFR Part 200).

Revision Log

Version	Date Published	Summary of Changes
1.0	August 10, 2022	Initial Publication
1.1	December 22, 2022	<ul style="list-style-type: none"> • Pg 2, revised period covered in P1 Performance Report to thru June 30,2023 • Pg 3(b), revised Program Budget Update frequency to no less frequently than once every twelve months
1.2	May 1, 2023	<ul style="list-style-type: none"> • Pg 1, changes made to reflect publication of the Reporting Guidance for Tribal Entities • Pg 4, changes made to clarify due date for first report • Pg 15, additional guidance on program income generated by non-broadband infrastructure projects.
1.3	June 7, 2023	<ul style="list-style-type: none"> • Pg 9, added FCC standardized identifier requirements.



RESOLUTION FOR ALABAMA EXTENSION WEEK

It is on motion of Mr. Joseph Baldwin, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the resolution declaring October 22-28 as Alabama Extension Week.

Resolution as follows:



PROCLAMATION

ALABAMA EXTENSION WEEK OCTOBER 22-28, 2023

WHEREAS, the Alabama Cooperative Extension System is the primary outreach and engagement organization for the land-grant mission of Auburn University and Alabama A&M University in cooperation with Tuskegee University and is transforming lives through science-based information, practical solutions, and meaningful experiences; and

WHEREAS, Alabama Extension has brick-and-mortar offices in each of Alabama's 67 counties; and

WHEREAS, Alabama 4-H annually empowers more than 123,300 young people to lead, learn, and make a difference in 1,000 Alabama schools through 11,000 educational activities and with the support of 4,500 volunteers; and

WHEREAS, the agriculture, forestry, and wildlife regional Extension agents and specialists work year-round to support Alabama's farmers and landowners through the delivery of research-based information to improve producer management decisions while increasing profitability; and

WHEREAS, lawn and garden experts provide in-person and virtual programs because they believe that knowledge can improve the enjoyment and safety of homes and property while ensuring the sustainability of Alabama's environment; and


WHEREAS, the human sciences team provides Alabamians of all ages and economic backgrounds with the practical, research-based knowledge and skills necessary to make better choices that inspire healthy people, strong families, and elevated communities; and

WHEREAS, Extension's aquatic resources team offers programs on recreational pond management, commercial catfish production, oyster production, well water training, and waterway research to support the state's abundant water resources, including more than 130,000 miles of rivers and streams and more than 3.6 million acres of wetlands; and


WHEREAS, urban Extension regional agents and specialists are dedicated to making an impact in Alabama's urban and suburban communities by providing learning experiences designed to make positive changes, inspire new ideas, and solve problems; and

WHEREAS, the food safety and quality team provides research-based education for home canners, restaurant owners, and cottage food producers and works to meet the challenges of residents across the state in rural regions, small towns, and metro areas; and


NOW, THEREFORE, let it be resolved that I/we, Franklin County Commissioners and Chairperson, do hereby proclaim October 22-28, 2023, as Alabama Extension Week in Franklin County, Alabama, and encourage all of our residents to discover how Alabama Extension provides solutions for everyday life.



Judge Barry Moore, Chairperson, Franklin County




Chris Wallace, District 1



Jason Miller, District 2



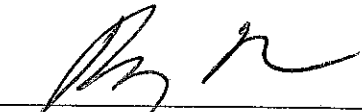
Joseph Baldwin, District 3



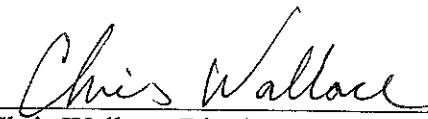
David Hester, District 4

ADJOURNMENT

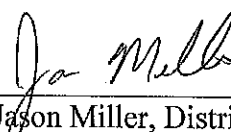
It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin that the meeting be adjourned.



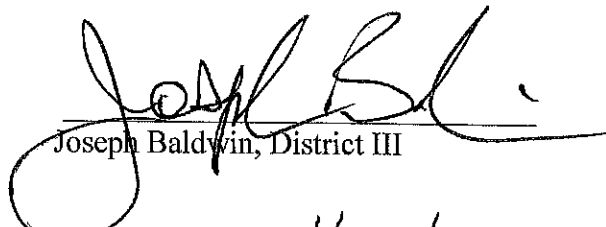
Barry Moore, Chairman



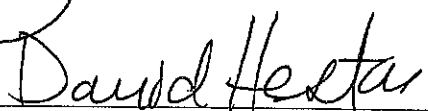
Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV