



# ***Dale County Commission***

## **Commission Meeting Minutes – June 8, 2021**

The Dale County Commission convened in a regular session Tuesday, June 8, 2021. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

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

### **APPROVED – AGENDA**

Commissioner Grantham made a motion to approve the agenda with the addition of schedule change for the County landfill.

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

### **APPROVED – MEMORANDUM OF WARRANTS**

Commissioner Wilson made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 90134-90259.
- Payroll Check Numbers: 154755-154756.
- Direct Deposit Check Numbers: 38587-38732.

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

### **APPROVED – MAY 25, 2021 MINUTES**

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on May 25, 2021.

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

**APPROVED - BOARD APPOINTMENT -VIVIAN B ADAMS SCHOOL**

Commissioner Gary made a motion to approve Mr. John Cawley to the Vivian B. Adams School Board with term expiring June, 2027.

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

**APPROVED – REIMBURSEMENT OF WORTHLESS CHECKS**

Commissioner Wilson made a motion to approve the reimbursement of worthless checks for the Probate office. See Exhibit 1.

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

**APPROVED – CORONAVIRUS LOCAL FISCAL RECOVERY FUND GRANT**

Commissioner Carroll made a motion to approve the Coronavirus Local Fiscal Recovery Fund Grant. See Exhibit 2.

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

**APPROVED - WORK REQUEST – CITY OF LEVEL PLAINS**

Commissioner Gary made a motion to approve the work request from the City of Level Plains. See Exhibit 3.

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

**APPROVED - 2020 INSOLVENTS, ERRORS, & TAXES IN LITIGATIONS**

Commissioner Gary made a motion to approve the 2020 Insolvents, Errors and Taxes in Litigations. See Exhibit 4.

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

**APPROVED - BALLOT MARKING ELECTION MACHINES**

Commissioner Grantham made a motion to approve the contract with ES&S for ballot marking election machines, purchased approved on 05/25/21. The expenditure will be a combination of HAVA funds and State grant. See Exhibit 5.

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

**APPROVED - C&D LANDFILL – CHANGE IN OPERATION HOURS**

Commissioner Grantham made a motion to approve the schedule at the County's C&D landfill. See Exhibit 6.

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

**EXECUTIVE SESSION**

Commissioner Wilson made a motion to approve an executive session. See Exhibit 7.

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

**APPROVED - ECONOMIC DEVELOPMENT PROJECT**

Commissioner Carroll made a motion to approve the funding of economic development project, Skin Care, from Fund 151- Economic Development in the total amount of \$298,000. The amount of \$200,000 will be paid immediately. The balance of \$98,000 as the funds are available.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, June 22, 2021 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

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

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



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Steve McKinnon, Chairman



PROBATE OFFICE  
**DALE COUNTY, ALABAMA**

**SHARON A. MICHALIC**  
Probate Judge

**KEISHA W. JOHNSON**  
Chief Probate Clerk

POST OFFICE BOX 580  
OZARK, ALABAMA 36361

TELEPHONE (334) 774-2754 • FAX (334) 774-0468  
probatejudge@dalecountyal.us

June 2, 2021

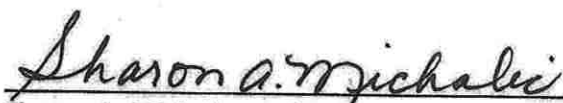
To: Dale County Commission  
Dale County Administrator

Per local law, 45-23-160, I am asking the Commission to reimburse my office for the worthless checks (see attached) deemed incapable of being made good. For example, the person is deceased, the business is no longer in business, or it is deemed uncollectable by the Dale County District Attorney (see attached). If a worthless check has not been made good for 2 years, I will request reimbursement from the Commission. I understand and agree the amount will be expensed to my department and will not increase the amount of my petty cash.

The Probate Office will start charging \$30.00 for any returned checks. This money will be turned over to the Commission. This fee helps to offset the Commission's cost of covering the insufficient checks. If the checks that have been turned over to the District Attorney are recovered, that amount along with any additional fees collected will be turned over to the Dale County Commission.

Thank you for your consideration in this matter.

Sincerely:



Sharon A. Michalic, Probate Judge

# Alabama Code 45-23-160. Liability for monetary loss

Current as of: 2020 | *Check for updates* | *Other versions*

(a) The County Commission of Dale County shall reimburse the office of judge of probate or revenue commissioner from the general fund the amount of any monetary loss, not to exceed a total of two thousand five hundred dollars (\$2,500) per annum, arising or caused by error if the mistake or omission was caused without the personal knowledge of the officer, including loss arising from acceptance of worthless or forged checks, drafts, money orders, or other written orders for money or its equivalent.

## Terms Used In Alabama Code 45-23-160

**Probate:** Proving a will

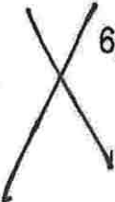
(b) It shall be the duty of the judge of probate or the revenue commissioner to insure that the employees of the respective offices exercise due care in performing their required duties and make a diligent effort to correct the error, mistake, or omission. The respective officers shall make a good faith effort to collect the amount subject to potential loss immediately upon becoming aware of the potential loss.

(c) This section shall not apply to any deliberate misuse or misappropriation of funds by the judge of probate or the revenue commissioner, or by any clerk, or any employee of the respective officials.

*(Act 97-525, p. 919, §§1-3.)*

KIRKE ADAMS  
DISTRICT ATTORNEY  
33<sup>RD</sup> JUDICIAL CIRCUIT

GUIDELINES FOR WORTHLESS CHECKS

- 1) The transaction must have taken place in Dale County.
- 2) The check writer must be 18 years of age on or before the check date. Any checks written by a juvenile must be taken to Juvenile Probation.
- 3) We request that you obtain a warrant within 45 days of the check date. **All checks must be dated less than one year prior to obtaining a warrant (Statute of Limitations).**
- 4) You must attempt to cash the check within 30 days, as required by State law.
- 5) The check must be stamped by the bank with the following:
  - a. INSUFFICIENT FUNDS, or
  - b. ACCOUNT CLOSED
-  6) No checks will be accepted that are stamped:
  - a. STOP PAYMENT
  - b. UNCOLLECTED FUNDS
  - c. REFER TO MAKER
- 7) We cannot accept:
  - a. Two-party checks
  - b. Checks which have been partially paid
  - c. Checks which have been first sent to a private collection agency
- 8) If the check has been stamped INSUFFICIENT FUNDS, a notice, on the required form, must be sent by certified mail. The letter must be addressed to the person who signed the check. If the letter is accepted, the Post Office will return the green card that is attached to the letter, showing the date the letter was received, and bearing the signature of the person whom accepted the letter. The check writer must be given TEN (10) FULL DAYS FROM THE DATE THEY RECEIVED THE LETTER to make the check good. This means that you may obtain a warrant only on the 11<sup>th</sup> day from the date stamped on the green card. Be sure and bring the green card along with the check when you bring it in to our office. We cannot issue a warrant without them.

WORTHLESS CHECK REGISTRY						
ISSUE DATE	NAME	AMOUNT	ACTION	PAYMENTS	TOTAL	CHECK #
*2/2/2018	LAKESHA G. SNELL	\$38.25	D.A Collection	4 x \$9.00 1 x 2.25	\$ 38.25	#2343
*10/25/2018	DC2018534		PAID D.A.		\$ (9.00)	
				BALANCE	\$ 29.25	
*3/27/2017	FELICIA A. RILEY 18-0071	\$51.00	D.A Collection	N/A	\$ 51.00	#1028
*11/7/2016	SHAWN A ROSE 16-0061	\$45.00	D.A Collection	N/A	\$ 45.00	#5007
*11/21/2016	SHAWN A ROSE 16-0062	\$34.00	D.A Collection	N/A	\$ 34.00	#5031
*4/8/2014	MAJESTIC HOMES AND CHATHAM CONSTRUCTION LLC SM14-117 OUT OF BUSINESS	\$23.50	D.A Collection	N/A  N/A	\$ 23.50	#2199
*4/8/2014	MAJESTIC HOMES AND CHATHAM CONSTRUCTION LLC SM14-118 OUT OF BUSINESS	\$25.50	D.A Collection	N/A	\$ 25.50	#2200
*4/18/2013	ELIZABETH M BROWN DECEASED (6/10/16)	\$25.50	D.A Collection	N/A	\$ 25.50	#1265
*11/2/2012	LEOLETHIA GRIMSLEY 12-0304	\$20.50	D.A Collection	N/A	\$ 20.50	#9999
*9/3/2011	LINDA WARD 11-0384	\$25.50	D.A Collection	N/A	\$ 25.50	#124
*04/15/2011	HANNAH BAKER 11-158	\$20.50	D.A Collection	N/A	\$ 20.50	#227
*06/14/20??	ANGELO COOPER 11-0194	\$20.50	D.A Collection	N/A	\$ 20.50	#2030
5/22/2021	SYNRGO, INC RECORDING	\$409.00		N/A	\$ 409.00	
	THIS IS UNCOLLECTABLE PER THE DISTRICT ATTORNEY DUE TO BEING MARKED "REFER TO MAKER"					
<b>TOTAL</b>					\$ 729.75	
* ALL DATES HIGHLIGHTED ARE OVER 2 YEARS OLD AND ARE UNCOLLECTABLE.						

\*061000146\*  
05/25/2021  
6331584712

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

RETURN REASON - S  
REFER TO MAKER

NSF

REFER TO MAKER

78073854000055  
1202106120105/17/2021

SYNCO, INC.  
RECORDING  
520 W. LAMBERT ROAD  
BREA, CA 92621  
(714) 482-2060

THE BANK OF HENRY  
SAN ANTONIO, TX 78209  
(1-800) 838-3636

776471

5/19/21

County Probate of Court

PAY TO THE ORDER OF

Four hundred and nine and 00/100

\$ 409.00

DOLLARS

MEMO

AUTHORIZED SIGNATURE

⑈776471⑈ ⑈122234194⑈ ⑈6101232018⑈ ⑈0000040900⑈

⑈776471⑈

⑈122234194⑈

⑈6101232018⑈

⑈0000040900⑈

\*062106120<20210520  
THE COMMERCIAL BANK  
BANK OF AMERICA  
BIN: 781038670000007

5/17 20352

>062106120<20210520  
781038670000007

⑈122234194⑈

⑈6101232018⑈

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⑈00000910021377⑈

⑈32127074205/24/2021⑈

⑈0000089A0525075⑈

⑈010000146\*05/20/2021⑈

⑈6331584712⑈

RR - S

Do not endorse or write below this line.



OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021


U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Dale County Commission 202 Hwy 123 South, Suite C Ozark, Alabama 36360	DUNS Number: 168786544 Taxpayer Identification Number: 636001505 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

  
\_\_\_\_\_  
Authorized Representative:  
Title: *Chairman*  
Date signed: *06-08-21*

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 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 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 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;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 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
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 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.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Dale County Commission

Recipient

06-08-21

Date

*Steve McKinnon*

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

# Work Request Form

Dale County Road & Bridge Department

Requesting Entity: City of Level Plains

Date Requested: 6/1/2021

Requested by: Donald Grantham

Signature: \_\_\_\_\_

Project Location: Various roads (TBD)

Description of Work: Pothole patching

Cost Estimate: \$222.56 per ton (TBD)

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

### Road and Bridge Reimbursement Options:

X \_\_\_\_\_

1. 100% by the requesting entity

\_\_\_\_\_

2. 50% General Fund /50% requesting entity

\_\_\_\_\_

3. 100% by the General Fund

Commission Meeting Date: 06-08-21

Approved (Y/N): yes by Commission *cg*

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

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2020 AND  
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

**THE STATE OF ALABAMA**

\_\_\_\_\_ Dale \_\_\_\_\_ County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this \_\_\_\_\_ 8TH \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 2021,

\_\_\_\_\_ Eleanor Outlaw \_\_\_\_\_, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2020, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes—General	-----	\$ _____	106.35
Soldier	-----	\$ _____	42.54
School	-----	\$ _____	127.62
Errors in Assessments: State Taxes—General	-----	\$ _____	47953.15
Soldier	-----	\$ _____	19181.26
School	-----	\$ _____	57543.78
Taxes in Litigation: State Taxes—General	-----	\$ _____	0.00
Soldier	-----	\$ _____	0.00
School	-----	\$ _____	0.00

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2019, as required by Code of Ala. 1975, Section 40-5-29; and the Board there upon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes—General	-----	\$ _____	49.15
Soldier	-----	\$ _____	19.66
School	-----	\$ _____	58.98

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
_____ 2019 _____	\$ _____ 50.55	\$ _____ 20.22	\$ _____ 60.66
_____ 2018 _____	\$ _____ 35.90	\$ _____ 14.36	\$ _____ 43.08
_____ 2017 _____	\$ _____ 10.55	\$ _____ 4.22	\$ _____ 12.66
_____ 2016 _____	\$ _____ 0.00	\$ _____ 0.00	\$ _____ 0.00

Given under my hand this 8<sup>th</sup> day of \_\_\_\_\_ June \_\_\_\_\_, 2021

  
 \_\_\_\_\_  
 Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24 and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).





11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Required Delivery Date: No later than June 30, 2021

Phone Number: 334-774-2754

Fax Number: N/A

Customer Contact, Title: Sharon Michalic

Customer Name: Dale County, Alabama

Type of Sale:  NEW  
 Type of Equip:  NEW  REFURBISHED

**Bill To:**  
 Dale County, Alabama  
 Sharon Michalic  
 P.O. Box 580  
 Ozark, AL 36361

**Ship To:**  
 Dale County, Alabama  
 Sharon Michalic  
 1 Court Square  
 Ozark, AL 36361

Item	Description	Qty	Price	Total
1	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	21	\$3,325.00	\$69,825.00
2	ExpressVote BMD Soft-Sided Carrying Case	21	\$175.00	\$3,675.00
3	ExpressVote BMD Equipment QC, Regional Training, and Shipping & Handling	1	\$3,034.50	\$3,034.50
4	Customer Discount & Trade-In Allowance Equipment Being Traded-In by Customer: AutoMARK	1	(\$24,034.50)	(\$24,034.50)
			<b>Order Total</b>	<b>\$ 52,500.00</b>

Freight Billable: yes  no

\_\_\_\_\_  
 Gregg Woodyard  
 Regional Sales Manager

*Richard J. Jalko*      6/11/2021  
 V.P. of Finance      Date

*Steve McKenna*      06-08-21  
 Customer Signature      Date

*Chairman*  
 Title

**Trade-In Equipment:**  
 ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

# Sales Order Agreement

<b>Payment Terms</b>	<p>\$26,250.00 of Order Total will be invoiced upon Contract Execution.</p> <p>\$26,250.00 of Order Total will be invoiced following the delivery of all ExpressVote BMD Terminals.</p> <p>Invoices are due net 30 from invoice date.</p> <p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.</p>
<b>Warranty Period:</b>	<p>Provided that delivery occurs on or before June 30, 2021, the warranty period will commence upon Equipment Delivery and continue through September 30, 2022.</p>
<b>Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)</b> The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	

SEE EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

## EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

1. **Equipment Purchase and Software License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

a. **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials (collectively, the "Documentation") in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

3. **Term of Licenses.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software described in Section 1(b) and shall continue through **September 30, 2022** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss

for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that during the period commencing upon the delivery of the equipment and software through **September 30, 2022** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cards, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall

bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

11. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

12. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

13. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) Customer's pro-rata share of such Review costs;
- (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and
- (iii) the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 13(ii) and 13(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

14. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-4, 6(b), 7, 8, 10(b), 11-14 these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT**  
**SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace

Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### ARTICLE III

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. In the event Customer requests that ES&S install ES&S Firmware Updates in accordance with Section 5 of the

General Terms, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.



**Schedule A1  
Pricing Summary**

<b>Summary:</b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$8,190.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$5,460.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$13,650.00</b>
<b>Payment Terms:</b> ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<b>Terms &amp; Conditions:</b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Term: Expiration of the Warranty Period through the **fourth** anniversary thereof

<b>Qty</b>	<b>Description</b>	<b>Coverage Period</b>	<b>Annual Maintenance Fee Per Unit</b>	<b>Maintenance Fee In Total</b>
21	ExpressVote BMD Terminal	Year 1	\$97.50	\$2,047.50
21	ExpressVote BMD Terminal	Year 2	\$97.50	\$2,047.50
21	ExpressVote BMD Terminal	Year 3	\$97.50	\$2,047.50
21	ExpressVote BMD Terminal	Year 4	\$97.50	\$2,047.50
<b>Total Hardware Maintenance Fees for the Initial Term</b>				<b>\$8,190.00</b>

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Dale County, Alabama**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the fourth anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

<b>Qty</b>	<b>Description</b>	<b>Coverage Period</b>	<b>Annual Firmware License, Maintenance and Support Fee Per Unit</b>	<b>Firmware License, Maintenance and Support Fee In Total</b>
21	ExpressVote BMD Terminal	Year 1	\$65.00	\$1,365.00
21	ExpressVote BMD Terminal	Year 2	\$65.00	\$1,365.00
21	ExpressVote BMD Terminal	Year 3	\$65.00	\$1,365.00
21	ExpressVote BMD Terminal	Year 4	\$65.00	\$1,365.00
<b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>				<b>\$5,460.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**Public Notice  
C & D Landfill Change of Operation Hours**

The Dale County Commission announces that the Dale County Construction and Demolition (C & D) Landfill will be open to the public on the third Saturday of each quarter of the year starting September 18, 2021.

The Monday June 24, 2021 opening day remains as scheduled.

The Dale County C & D Landfill **cannot** accept the following items: household garbage, electronics, stereos, televisions, microwaves, tires, paint cans, aerosol cans, asbestos materials and other hazardous materials. Call (334) 774-4158 for additional information.

Run 3 times: June 17, June 24 and July 1, 2021

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June 8, 2021

Mr. Chairman,

At this time, after reviewing the purpose of the Executive Session with the County Administrator, I recommend that the Commission move into executive session for the purpose of discussing matters of Commerce or Trade presented by the Director of Ozark/Dale County Economic Development. The executive session is necessary, at this time, because if the discussion were not held in executive session, the discussions (a) would have a detrimental effect upon the competitive position of a party to the negotiations or the location, retention, expansion, or upgrading of a public employee or business entity in the area or (b) the discussions would disclose information protected by the Alabama Trade Secrets Act, as authorized under Ala. Code 36-25A-7(a)(7).

Further, Mr. Chairman, due to the necessity to discuss funding sources and budgetary issues, it is recommended that the County Administrator be present for this Executive Session.

Due to the topic of discussion, it is recommended that the Commission not adjourn immediately upon conclusion of the executive session, but to return to the general business meeting, should the commission determine it necessary to transact any further business as a result of the executive session.

Sincerely,



J. Nicholas Bull  
Assistant County Attorney  
Dale County