



Dale County Commission

Commission Meeting Minutes – September 14, 2021

The Dale County Commission convened in a regular session Tuesday, September 14, 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 Grantham opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

Commissioner Carroll made a motion to approve the agenda with the following changes:

- 1) Fund 120 – Mapping and Appraisal budget.
- 2) Juvenile Long Term Detention Subsidy Contract for FY22.
- 3) Lease Agreement with Dothan Regional Airport.

Commissioner Grantham 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 90766 – 91031.
- Payroll Check Numbers: 154766 - 154774.
- Direct Deposit Check Numbers: 39307 - 39448.

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

APPROVED – AUGUST 10, 2021 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on August 10, 2021.

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

APPROVED - PERSONNEL

Commissioner Gary made a motion to approve the following:

- Michael Bingham – Deputy XI – Graduated Academy – full-time Sheriff Dept.
- Jonathan Bess – Maintenance Tech – New Hire – Maintenance Dept.
- James Owens – Jailer - New Hire – Jail
- Kristie Colvin – Mapping & Appraisal – Appraisal Clerk - New Hire

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

APPROVED - BOARD APPOINTMENT

Commissioner Carroll made a motion to approve the following board appointments, six-year terms, for the Dale County Board of Human Resources:

- Ms. Marie Black – term expires 10/24/2027
- Mr. James Cheshire – term expires 10/24/2027

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

APPROVED - TRAVEL REQUEST

Commissioner Gary made a motion to approve the following:

- Road & Bridge Dept. – SWANA Fall Seminar – Oct 27–29, 2021 – Guntersville, AL - \$1,475.00 total for both - Derek Brewer and David Williams.

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

APPROVED – NON-RENEWAL OF SARCOA AGREEMENT

Commissioner Wilson made a motion to approve non-renew the SARCOA Agreement.

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

APPROVED - CAPITAL ASSET CHANGES

Commissioner Carroll made a motion to approve the following:

- 36X48 Large Format Printer – no longer have – disposed January, 2021
- Asset 2040 – 2000 Ford Expedition – transfer from Maintenance to Sheriff – Eff. 5/3/21

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

APPROVED – COUNTY BANK ACCOUNT

Commissioner Gary made a motion to approve the closing of the following County bank account: 1001874260 – Credit Card account for Solid Waste.

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

APPROVED - FT. RUCKER WIREGRASS AUSA MEMBERSHIP

Commissioner Gary made a motion to approve the expenditure for a Ft. Rucker Wiregrass AUSA membership- 3 years and two persons.

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

APPROVED - PROPOSED ADDENDUM TO PERSONNEL POLICIES – LONGEVITY PAY

Commissioner Carroll made a motion to approve to post the proposed addendum to personnel policies regarding Longevity Pay. See Exhibit 1.

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

APPROVED - LUMEN INTERNET AGREEMENT

Commissioner Grantham made a motion to approve the Lumen agreement to update EMA's internet. See Exhibit 2.

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

APPROVED - GROUNDS MAINTENANCE CONTRACT

Commissioner Wilson made a motion to approve the Grounds Maintenance contract with Affordable Lawn Care, Daniel Pruitt. See Exhibit 3.

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

APPROVED - SOLID WASTE RATES

Commissioner Carroll made a motion to approve the rate increase of Solid Waste collection to \$18, a \$4 raise.

Commissioner Wilson seconded the motion. Commissioners Carroll and Wilson voted aye. Commissioners Gary and Grantham voted nay. Chairman McKinnon voted aye. Motion carried.

APPROVED – FUND 151 – JAIL AD VALOREM EXPENDITURE

Commissioner Grantham made a motion to approve the Fund 151 Jail Ad Valorem Expenditure- additional cost of jail parking lot - \$5,442.80. See Exhibit 4.

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

APPROVED – WORK REQUEST – CITY OF LEVEL PLAINS

Commissioner Wilson made a motion to approve a work request to patch potholes in the amount of \$667.68 to be reimbursed 100% by requesting entity.

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

APPROVED –SOFTWARE CONTRACT – ROAD & BRIDGE

Commissioner Grantham made a motion to approve the License Agreement with Diversified Computer Services, LLC. See Exhibit 5.

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

APPROVED – PERSONNEL – POST FOR NEW POSITION

Commissioner Grantham made a motion to approve the posting for an additional Solid Waste Clerk for the FY22 Fiscal Year.

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

TABLED – ANNUAL BIDS

After opening the annual bids, Commissioner Gary made a motion to table the awarding of the bids until the next commission meeting.

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

APPROVED – FUND 120 REAPPRAISAL FY 22 BUDGET

Commissioner Gary made a motion to approve the FY22 Reappraisal budget and for any ending fund balance to be carried forward. See Exhibit 6.

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

APPROVED – JUVENILE TERM DETENTION SUBSIDY CONTRACT

Commissioner Wilson made a motion to approve the FY22 Juvenile Long Term Detention Subsidy Contract with Southeast Alabama Diversion Center as the chosen detention center. See Exhibit 7.

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

APPROVED – LEASE AGREEMENT WITH DOTHAN AIRPORT

Commissioner Grantham made a motion to approve the lease agreement with Dothan Regional Airport- to be paid from Sheriff's discretionary funds. See Exhibit 8.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, September 28, 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.



Steve McKinnon, Chairman

PROPOSED ADDENDUM

Dale County Commission
Personnel Policies and Procedures Handbook

September 14, 2021

Changes are in Bold

Purpose of Addendum: Increase longevity pay from \$0.10 (ten cents) to \$1.00 (one dollar).

SECTION XI COMPENSATION AND BENEFITS

PART B COMPENSATION

No. 1 GENERAL

Part c.

Section. (2) (a)

Change:

Employees reaching a five year service milestone (5,10,15, etc...) will receive a **One dollar (\$1.00)** per hour increase as of October 1 following the reaching of said milestone.

POSTED 09/14/2021

Dale County Commission Approved _____



Customer Name: Dale County Commission
 Order #: Q-01190867
 Order Generation Date: 8/4/2021 2:16:40 PM
 Cutoff/Expiration Date: 9/18/2021
 Currency: USD

Customer Information	Account Information	Prepared By
Name: Dale County Commission Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1137169 Billing Account: Billing Address: 202 S Hwy 123 Ozark, AL 36360 Contract ID#: New (Internal Use Only)	Name: Samera Burns Phone: (602) 865-0149 Email: samera.burns@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Internet	1	119 W REYNOLDS ST OZARK AL 36360		Adtran Netvanta 5660 Standard 50M	36 Months	\$119.00	\$99.00	\$99.00
Building Extension	1		Building Extension		36 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 10 Licenses	36 Months	\$0.00	\$0.00	
	1		Pro MET 24x7 Professional	Standard 50M 24x7	36 Months	\$40.00	\$0.00	
Service Sub Total:						\$159.00	\$0.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer"

Lumen provides Fiber+ Internet services under: (a) the Fiber+ Internet Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits. The Attachment and Service Exhibits applicable to Customers purchasing Fiber+ Internet services for wholesale purposes are found at http://www.centurylink.com/legal/FiberPlus_Wholesale.pdf.

The Fiber+ Internet Package type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. Lumen will provide the rental equipment while Customer purchases the Services from Lumen. Lumen may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET On-Site Premium maintenance. Customer's site must qualify for ProMET On-Site Premium maintenance.

Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at: http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf ("Rate Sheet"). These rates may not apply if Service is being purchased for wholesale purposes.

As part of the Service provisioning process, Lumen will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law, unless Service is Opportunity ID#: 58007474



Customer Name: **Dale County Commission**
 Order #: **Q-01190867**
 Order Generation Date: **8/4/2021 2:16:40 PM**
 Cutoff/Expiration Date: **9/18/2021**
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purchased for wholesale purposes.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Customer is currently eligible to receive the following optional business applications provided by Lumen with the Fiber+ Internet Bundle at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer's order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink business applications services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 159.00	\$ 0.00

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).
8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.
9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s)



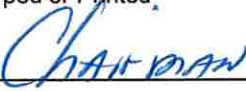



Customer Name: **Dale County Commission**
Order #: **Q-01190867**
Order Generation Date: **8/4/2021 2:16:40 PM**
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despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

Customer: Dale County Commission
 Authorized Signature
 Name Typed or Printed
 Title
 Date



DALE COUNTY COMMISSION

Commission Chairman
Steve McKinnon

Commissioners
Chris Carroll District 1
Donald O. Grantham District 2
Charles W. Gary District 3
Frankie Wilson District 4

County Administrator
Cheryl Ganey

Dale County Grounds Maintenance

CONTRACT

Contract Items

Grounds Maintenance of the following buildings: (1) Dale County Courthouse, (2) Creel Richardson Building, (3) Boys and Girls Club (Generator Side of Lot) (4) Agplex rodeo arena (5) Dale County Jail and impound lot (6) Dale County Sheriff's Office Impound (Below Maintenance Building) (7) Dale County Maintenance Building (Annex) (8) Dale County Government Building (Agplex), including field with digital sign (9) Dale County Animal Shelter, (10) Dale County Sheriff's Office Pistol Range.

Duration and Continuation

This contract will be for a period of one year, starting September 1, 2021 through August 31, 2022. If there is no change in price and it's agreeable to both parties, it may be renewed for two additional one-year periods. At the end of the contract on August 29, 2024, the contractor agrees to provide service on a month-to-month basis until the Commission can procure a new contract through the bid process. Payment for the contract will be divided into twelve equal payments (one each month). The periods referred to within this contract will be known as "Peak Season" (April, May, June, July), "Semi-Peak Season" (March, August, September, October) and "Off Season" (January, February, November, December). Two of the locations have irrigation systems in place. The irrigation systems are set to water every other day during Peak Season, twice a week during Semi-Peak Season, and to be turned off during Off Season.

The Grounds Maintenance Contract will include trash pickup prior to mowing, mowing, trimming, edging, edging cleanup for all locations listed above.

The two irrigated locations (The Dale County Courthouse and the Dale County Government Building) will be cut every week during Peak Season, three times per month (every other week if not needed) during Semi-Peak Season, and once per month during Off Season. The eight remaining non-irrigated locations will be cut three times per month during Peak Season, twice per month during Semi-Peak Season, and once per month during Off Season. Weed eating/trimming, and blowing off of walkways, porches will be done every time grass is cut. Removing weeds from

flower beds, edging of walkways/porches, trimming of shrubbery (trees and other bushes) will be done once per month. All debris disposal will be the responsibility of the contractor.


Contractor shall have the appropriate Business Licenses and Contractor's employees will be insured (accident and liability). Insurance will cover Contractor's activities pursuant to this contract against any and all claims which shall arise out of work herein concerned.

This contract shall not become effective until all current copies of insurance certificates are filed with the Dale County Commission Office. Updated copies shall be submitted at time of contract award and updated yearly as bid is awarded.

Either party shall have the right to terminate this agreement at any time by giving thirty (30) days written notice to the other.

The Dale County Commission agrees to pay the contractor a total annual amount of **Twenty-Five Thousand Five Hundred and Forty Dollars and Zero Cents (\$25,540.00)** in Twelve (12) monthly installments of **Two Thousand One Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$2,128.33)**

Accepted:

By: 

Daniel Pruitt

Affordable Lawn Care

Date: 8-19-21

Name of Purchaser:

By: 

Steve McKinnon, Chairman

Dale County Commission

Date: 8-19-21



**WIREGRASS
CONSTRUCTION
C O M P A N Y, I N C.**

PO Box 48
Ariton, AL 36311
p. (334) 762-2397 • f. (334) 762-2731

PROGRESS BILLING

Date: August 11, 2021

To: Dale County Commission
Road and Bridge Department

WCC Project Number: 1610925-999097
Estimate Number: 1-REVISED
Project Name: Dale County PO 27020
Jail Parking Lot

Item #	Description	UOM	Unit Price	Current Month		Job to Date	
				Quantity	Amount	Quantity	Amount
1	Asphalt Surface	LS	\$ 49,775.00	1.000	\$ 49,775.00	1.000	\$ 49,775.00

TOTAL CONTRACT AMOUNT:	\$ 49,775.00	\$ 49,775.00	\$ 49,775.00
COMPLETE TO DATE	\$ 49,775.00		\$ 49,775.00
PERCENT COMPLETE			100.00%
0% RETAINAGE			
AMOUNT PREVIOUSLY BILLED			
		<u>\$ 49,775.00</u>	<u>\$ 49,775.00</u>

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

THIS AGREEMENT is entered into as of October 1, 2021 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, dlfloyd@dcs-dcs.com ("DCS"), and Dale County Engineer's Office, a governmental entity with its principal office located at 202 South Highway 123, Suite A, Ozark, Alabama 36360, Telephone: (334) 774-5875, Facsimile: (334) 774-6899, Contact: Derek S. Brewer, County Engineer ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Licensed Software." Computer program(s) specified on the Confidential Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.

1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Confidential Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.

1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Confidential Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

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LICENSE AGREEMENT
(Software & Services)

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5. **Purchase of Additional Licenses.** If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Confidential Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
6. **Technical Support Services.** DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.
7. **Optional Customization and Implementation Services.** DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.
8. **Services.** DCS provides optional Services under the Terms attached as Exhibit D.
9. **Unwanted Code.** The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.
10. **Warranty Disclaimers.** EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE

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LICENSE AGREEMENT
(Software & Services)

FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.

11. **Proprietary Rights Warranty and Indemnification.** DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software; provided, however, if none of the foregoing is commercially reasonably available to DCS, including all copies and portions thereof. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 11, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

12. **Disclaimer of Incidental and Consequential Damages; Limitation of Liability.** IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

13. **Ownership.** Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.

14. **Confidentiality of Licensed Software.** Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.

15. **Injunctive Relief.** The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

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(Software & Services)

16. **Subscription Term.** The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2022. This Agreement is subject to earlier termination as otherwise provided herein.

17. **Termination.**

17.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

17.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

17.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.

17.4 Upon termination of this Agreement for any reason by the Licensee, other than termination under Section 17.3, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of the term of this Agreement.

18. **Return of Materials.** Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

19. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to the Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

20. **Notices.** Any notice or communication required or permitted to be given hereunder may be

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(Software & Services)

delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

21. **Assignment.** Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

22. **Continuing Obligations.** The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

23. **Independent Contractors.** The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

24. **Force Majeure.** Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.


25. **Export Laws.** For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

26. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

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LICENSE AGREEMENT
(Software & Services)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

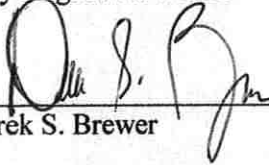
Diversified Computer Services, L.L.C.

By: 
Danny L. Floyd

Date: 8.11.2021

Title: Owner

Dale County Engineer's Office

By: 
Derek S. Brewer

Date: 9-14-21

Title: County Engineer

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
 (Software & Services)

EXHIBIT A
PRODUCT AND PRICE LIST

1. Description of Licensed Software. **County Information Management System (CIMS)**

2. Primary User/Copies.

User	Copies
Dale County Engineer's Office	Unlimited
*includes CIMS Mobile App (5 users)	

3. Expansion User(s)/Copies.

User	Copies
None	

4. Standard Modules.

Basic		Application			Other
Activities	Equipment	Accidents	Herbicides	Problems	Reports
Bridges	Materials	Budget	Inspections	Projects	Admin
Departments	Roads	Documents	Inventory	Purchases	Help
Employees	Vendors	Expenses	Job Cost	Signs	Utilities
		Fuel	Management	Subdivisions	Mapping
		Garage	Permits	Time	

5. Expansion Modules.

Module	Monthly Fee	Selected
GIS	\$100	No
Solid Waste	\$250	Yes

6. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The license fees schedule is as follows:

Description	Monthly Fee
Primary User – Standard Modules	\$700
Expansion User – Standard Modules	\$0
Expansion Modules – GIS	\$0
Expansion Modules – Solid Waste	\$250
Total Monthly Fee	\$950

The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

7. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires

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and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to

the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

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EXHIBIT B
TECHNICAL SUPPORT TERMS

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rate (**\$95**) for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

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(Software & Services)

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.
7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.
8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.
9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.
10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rate (~~\$95~~) for support.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT C
CUSTOMIZATION AND IMPLEMENTATION TERMS

These Customization and Implementation Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. **Definitions.** Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.

2. **Customization and Implementation Services.** DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.

3. **Fees for T&M Services.** Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be DCS's then current standard rate (**\$95**) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.

4. **Services Warranty.** DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

**DIVERSIFIED COMPUTER SERVICES, L.L.C.
 LICENSE AGREEMENT
 (Software & Services)**

**EXHIBIT D
 BUSINESS SERVICES TERMS**

These Business Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Business Services Terms may be discontinued or terminated independent of the License Agreement.

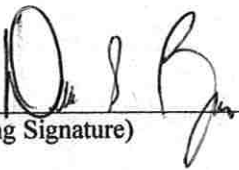
Beginning October 1st, 2021, the standard CIMS Monthly Subscription will include the CIMS Mobile Application for 5 users as a standard feature. Licensees can elect to add additional users for the CIMS Mobile Application for an additional monthly fee by completing the next section.

1. **CIMS Mobile Application.** Licensee _____ does or _____ does not elect to subscribe to additional CIMS Mobile Application users for the fiscal year 2022.

Licensee elects to participate in the following additional subscription level to be included on each the annual CIMS invoice (please select one):

Select	# of Users	Monthly Fee
✓	1-5	Included
	6-10	\$25
	11-25	\$50
	26-50	\$75
	50-100	\$100

Licensee shall complete the included form with information regarding each user.



 (Authorizing Signature)

9-14-21

 (Date)

FY22 Budget

Dale County Commission

120-51810 Appraisal		BUDGET FY	
		21	
113	Other Salaries and Wages	229,254.48	
114	Part-Time Salaries	32,769.87	262,024.35
116	Overtime Pay	1,000.00	
121	Retirement Match	27,257.33	
122	Health Insurance	44,224.58	
123	Life Insurance	308.16	
124	FICA Match	19,546.37	
125	Workers Compensation	1,895.37	
126	Unemployment Insurance	0.00	
127	Cost of Retiree Insurance	1,946.70	
141	Dental Insurance	1,194.00	359,590.87
<hr/>			
154	Legal Services	12,000.00	
156	Employee Drug Testing	194.00	
164	Accounting & Auditing Services	0.00	
170	Training/Education	2,000.00	
171	Dues	450.00	
179	Aerial Photography	0.00	
181	Flagship / ESRI	34,300.00	
211	Office Supplies and Minor Offi	8,000.00	
212	Fuels and Lubricants	3,000.00	
224	Postage Machine Rental	2,000.00	
233	R&M-Office Equipment	1,500.00	
234	Repair / Maint to Motor Vehicle	1,500.00	
235	R&M Data Processing Equip		
241	R&M Appraisal Data Processing Software	34,560.00	
243	Utilities	2,700.00	
251	Telephone	2,300.00	
252	Postage	12,000.00	
253	Advertising	550.00	
255	Cell Telephone Charges	1,700.00	
262	Mileage	1,500.00	
264	Room and Meals	8,500.00	
265	Registration / Training	2,500.00	
271	Insurance on Building Contents	1,000.00	
272	Insurance on Motor Vehicle	500.00	
274	Gen Liability Insurance	2,000.00	
407	Vehicle License		
409	Subscriptions	3,200.00	
470	Equipment & Furniture	4,000.00	
<hr/>			
541	Direct Equipment	2,000.00	
550	Motor Vehicle - Capital		
580	Computer Hardware		
586	Computer Software		
Totals		503,350.87	

State of Alabama

Exhibit 7

KAY IVEY
GOVERNOR

DEPARTMENT OF YOUTH SERVICES

Post Office Box 66
Mt. Meigs, Alabama 36057

STEVEN P. LAFREI
EXECUTIVE DIRECTOR

August 27, 2021

To: Juvenile Court Judge
Chief Probation Officer

From: LeTonya Bowman



Re: Long Term Detention Subsidy Contract

Please find enclosed your long term detention subsidy contract for FY 2022. Please complete the form by choosing a detention center and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

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

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



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

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

WITNESSETH

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

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Dale County for the period October 1, 2021 through September 30, 2022.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

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

Indicate Detention Center chosen by County to receive funds below:

Southwest Alabama Diversion Center

Steve McKenna
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

LEASE AGREEMENT
(A portion of Hangar 5, Dothan Regional Airport)

This LEASE is entered into by and between the Dothan-Houston County Airport Authority, Inc., hereinafter referred to as LESSOR, and Dale County, Alabama, hereinafter referred to as LESSEE as follows:

1. **LEASE.** Subject to the rents, covenants, and conditions set out herein, LESSOR hereby leases to LESSEE on an exclusive basis that portion of Hangar 5, Dothan Regional Airport, depicted as "Area A" on the floor plan attached hereto as Exhibit "A" and consisting of approximately 7805 square feet of hangar space, and 165 square feet of office space (collectively, the "Premises"). In addition to the Premises, LESSOR shall make available to LESSEE the restrooms, hallways, sidewalks, parking areas, elevators, entrances and exits and utility facilities (collectively, the "Common Areas"), together with the right of ingress and egress over, across, and through the "storage/inclement weather" space [but not office spaces or other storage] in Hangar 5 depicted on Exhibit "A" as "Area B" (Walls Aviation, or its successor shall be referred to herein as "Co-Tenant") as needed for LESSEE's use and enjoyment of the Common Areas. For purposes hereinabove, "exclusive" means LESSEE shall have sole use of the Premises for their intended use; provided, however, the "storage/inclement weather" space [but not office space] constituting the Premises shall be subject to Co-Tenant's right of ingress and egress over, across, and through the Premises as necessary for Co-Tenant's use and enjoyment of the Common Areas. It is understood that the parking areas comprising part of the Common Areas are located across Flightline Drive in the triangular shaped parking lot. This parking area is not exclusive to Hangar 5 and may be shared with the occupants of Hangar 4.

2. **IMPROVEMENTS.** Lessee accepts possession of the premises leased hereunder in their present condition and without any representation or warranty of any kind by Lessor. The parties intend that the Lessor lease, demise and let, and the Lessee accept the premises in an "As Is" condition "With All Faults". The parties agree that LESSEE shall have the right to alter, modify, repair, and maintain any buildings, structures, or improvements constructed or installed upon the premises leased hereunder unless such shall be contrary to applicable laws and ordinances or regulations issued by the Federal Aviation Administration or the Transportation Security Administration. LESSOR shall have the right to inspect the plans and specifications of any such building, structure, or other improvements prior to construction or installation. Any additions or alterations of the external appearance or the location or type of construction must meet

the approval of LESSOR's engineer as to Federal Aviation Administration requirements, uniformity of appearance, and for safe use of the Airport. No restrictions shall be placed upon LESSEE as to the architects, builders, or contractors who may be employed by it in connection with the construction, installation, alteration, modification, repair or maintenance of any such buildings, structures, or improvements. LESSOR shall provide free ingress, within the limitations of TSA regulations, from the leased premises for all persons, materials, or equipment connected with the construction, installation, alteration, modification, repair, or maintenance thereof. Title to all buildings and permanent improvements to the LEASED PREMISES shall immediately vest in LESSOR upon construction or development subject to the rights of LESSEE AS LESSEE hereunder. However, all items of personal property or improvements which shall not be of a permanent nature shall remain the property of LESSEE.

3. TERM. The term of this LEASE shall be for twenty-four (24) months commencing on October 1, 2021, and ending on September 30, 2023.

4. USE OF PREMISES. It is agreed by the parties that the premises leased and the improvements thereon shall be for the purpose of occupancy as an aircraft hangar unless LESSOR shall agree in writing to a different use of the premises.

5. RENT. During the term hereof, LESSEE shall pay LESSOR rental at a rate of \$30,000 per annum payable in monthly installments of \$2,500 commencing on the execution date of the Lease and on the tenth day of each month thereafter during the 24-month term hereof.

6. UTILITIES. LESSOR will pay when due all charges for water, sewer, gas, heat, light, power, internet, telephone service, electricity, refuse collection, and other utility and communication services rendered or used on or about all or any part of the Premises. For that portion of the term hereof in which a Co-Tenant is occupying a portion of Hangar 5, LESSEE shall reimburse LESSOR for one-half of the costs of the utilities. For any portion of the term hereof in which a Co-Tenant is not occupying a portion of Hangar 5, LESSEE shall reimburse LESSOR 100% of the costs of the utilities. LESSEE shall reimburse LESSOR for utilities monthly, within ten (10) days of LESSOR'S demand therefor.

7. INSURANCE.

a. Casualty Insurance. LESSOR shall maintain at its expense fire and extended coverage insurance on the improvements and buildings located on the leased property, excluding foundations, ramps and roadways. LESSEE shall reimburse

LESSOR monthly for one-half the cost to insure the leased premises. Such insurance shall run in favor of LESSOR and LESSEE as interest may appear, and shall be in an amount equal to the replacement cost of such buildings and improvements. In the event of any loss or damage to the premises by fire or by any of the hazards included under the term "extended coverage" insurance, and so insured against, there shall be no abatement of rent on account thereof, but the insurance proceeds shall be used to restore and rebuild the premises to the extent thereof, in accordance with plans and specifications approved by LESSOR.

b. Liability Insurance. LESSEE shall maintain general liability insurance for its business operations and shall name the LESSOR as an additional insured on this policy. Copies of all policies shall be furnished to LESSOR.

8. DEFAULT. LESSEE hereby agrees that if rents herein mentioned are not paid when due on the tenth day of the month, or if default be made in the performance of any of the other covenants on its part herein contained and shall not have been corrected within thirty (30) days after written notice has been given by LESSOR, such default or breach shall, at the option of the LESSOR, work as a termination of this lease to the same extent and with all the legal incidents as if the term hereof had expired by lapse of time, and LESSOR, its representatives or agents, shall thereupon be entitled to enter said premises either with or without process of law and repossess the same and to distrain for any rent that may be due thereon, all at the election of the LESSOR and without prejudice to other rights and remedies which it may have. LESSOR may, in the event of default, declare all of the balance of the rents due for the remaining lease term immediately due and payable and may proceed for collection of same. Upon default, LESSEE agrees to pay all costs of collection including a reasonable attorney's fee.

In the event the LESSEE shall be adjudicated a bankrupt or shall file voluntary proceedings in bankruptcy or in case a receiver shall be appointed for the LESSEE, then the LESSOR may, at its option, terminate this lease and retake full possession of the property and improvements thereon.

9. SUBLETTING OR ASSIGNMENT OF LEASE. LESSEE shall have no right to sublease or assign this LEASE without permission to do so in writing from LESSOR. Such permission shall not be unreasonably withheld.

10. MAINTENANCE AND MISCELLANEOUS. LESSEE covenants with LESSOR; to pay the rent set out herein for the use of said premises and all other rights at the times when it shall become due and payable, without demand for same; to commit no waste nor to suffer the same to be committed thereon, nor to use the same for any unlawful purpose; to comply with all governmental bodies and agencies having jurisdiction thereof, to keep and maintain said premises in substantially as good condition as the same are in at the commencement of the term hereof, reasonable wear and tear, natural aging, and damage by the elements of force majeure excepted; and upon termination or expiration of the tenancy, without demand, to deliver up said premises to LESSOR. LESSOR shall maintain the roof, foundation, underground plumbing, and structural support of the hangar. It shall be the obligation of LESSEE hereunder to maintain normal wear and tear items that it uses, including periodic maintenance as such becomes necessary, of all buildings and improvements hereafter located on the leased premises.

11. BINDING EFFECT. This LEASE shall be binding upon each of the parties hereto, their successors and assigns.

EXECUTED on this 14th day of September, 2021

LESSOR:

DOTHAN-HOUSTON COUNTY
AIRPORT AUTHORITY, INC.


By: Adam Hartzog
Its: Executive Director

LESSEE:

DALE COUNTY, ALABAMA


By: Steve McKinnon
Its: Commission Chairman

LESSOR ACKNOWLEDGMENT

STATE OF ALABAMA
DALE COUNTY

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Adam Hartzog, whose name as Executive Director of the Dothan-Houston County Airport Authority, Inc., a Corporation, is signed to the foregoing LEASE and who is known to me, acknowledged before me on this day, that being informed of the contents of the LEASE, he as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand, this 1st day of September, 2021.

My commission expires,
2/23/25

Georgia P. Hank
NOTARY PUBLIC

(SEAL)



LESSEE ACKNOWLEDGMENT

STATE OF ALABAMA
DALE COUNTY

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Steve McKinnon whose name as Commission Chairman of the Dale County, Alabama, is signed to the foregoing LEASE and who is known to me, acknowledged before me on this day, that being informed of the contents of the LEASE he, as such officer, and with full authority, executed the same voluntarily for and as the act of said political subdivision on the day the same bears date.

Given under my hand, this 14th day of September, 2021.

My commission expires
06-01-22

Cheryl Gandy
NOTARY PUBLIC

(SEAL)



EXHIBIT "A"--HANGAR 5 FLOOR PLAN

