



Dale County Commission

Commission Meeting Minutes – June 28, 2022

The Dale County Commission convened in a regular session Tuesday, June 28, 2022. 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 Carroll made a motion to approve the agenda with the following changes:

- Add: 1) Additional personnel items. 2) Opening bid, Road & Bridge.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 93387 – 93601.
- Payroll Check Numbers: 154822 - 154822.
- Direct Deposit Check Numbers: 421221 - 421504.

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

APPROVED – JUNE 14, 2022 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on June 14, 2022.

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

APPROVED - PERSONNEL

Commissioner Gary made a motion to approve the following:

- Jail - New Hire – Daniel J. Ayres – Corrections officer
- Revenue – Promotion – Stephanie Gardner – Property Supervisor
- Revenue – Transfer (from maintenance to Revenue) – Tisha Eyl - Revenue Clerk
- Sheriff Dept. – Promotion – Tyler Johnson – Investigator
- Jail – Natya Dinish - Promotion (part-time to full-time) – Corrections

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

APPROVED – UPGRADE COUNTY’S TELEPHONE SYSTEM

Commissioner Carroll made a motion to approve an agreement with Blue Plains Technology, LLC to upgrade the County’s telephone system. See Exhibit 1.

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

APPROVED – ACCA LEGISLATIVE COMMITTEE

Commissioner Wilson made a motion to approve the appointment of Steve McKinnon to serve on the 2022-2023 ACCA Legislative Committee.

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

APPROVED – ARPA FUNDS EXPENDITURE – ROAD & BRIDGE

Commissioner Grantham made a motion to approve a resolution for the expenditure of ARPA funds for the expenditure for 2022 Caterpillar 299D3 Compact Track Loader, Asset #2490, for Road & Bridge department. See Exhibit 2.

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

APPROVED – ARPA EXPENDITURE – EMS TRANSPORT

Commissioner Wilson made a motion to approve a resolution for ARPA expenditure for EMS Transport Services. See Exhibit 3.

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

APPROVED – IAC REVIEW – ARPA FUNDS EXPENDITURE

Commissioner Gary made a motion to approve for IAC to review ARPA funds expenditure for sewer service for the Alabama National Guard Armory. See Exhibit 4.

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

TABLED – BID CO RD 20 - ROAD & BRIDGE

Commissioner Wilson made a motion to table the awarding of the bid for road work on Co. Rd. 20.

Commissioner Gary 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, July 12, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

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



Steve McKinnon, Chairman

**Blue Plains Technology, LLC
Master Services Agreement – Internet Access Contract**

This master services agreement (the "Master agreement") is to be effective by and between Blue Plains Technology, LLC, with principal offices at 3300 Lancelot Court, Pike Road, AL 36064 and Dale County Commission ("Customer"), with principal offices at 202 Highway 123, Ozark, AL 36360. This Master Agreement is entered into as of Jan 28, 2022.

Both parties desire to enter into this Master Agreement in order to set forth the general terms under which Blue Plains Technology, LLC is to provide the Customer with a hosted VOIP and Internet service. The Hosted VOIP and Internet service is set forth in a quote executed by both parties (each "quote/proposal" or collectively the "quotes/proposals"), which shall be incorporated in this Master Agreement upon execution. This Master Agreement and each Work Order hereunder will only be effective after both parties, who have full power, authority and legal right to enter into and perform fully obligations under this Agreement; have signed each such respective document. Both Blue Plains Technology, LLC and the Customer each waive their right of subrogation against each other. The terms of this Master Agreement shall apply to each Work Order unless otherwise specified in such Work Order.

The parties hereby agree to the following:

1. Services.

During the service period, Blue Plains Technology, LLC shall provide the service(s) to Customer at the site(s) identified in each Work Order/Quote (the "Service" or "Services"). In addition to complying with the terms of this Master Agreement, Blue Plains Technology, LLC agrees to provide Services in accordance with all performance criteria and standards set forth below:

- a. Contract will be awarded for a 36 month period.
- b. Renewals can be executed at the Customer's discretion provided:
 - i. Request to exercise renewal option is put in writing by the customer. (renewals may not exceed 3 years or the term of the original contract, whichever is longer)
 - ii. Terms and conditions as set forth in the initial contract and any written amendments signed by both parties remain the same.
 - iii. Renewal does not include any compensation for costs associated with the renewal.
 - iv. Renewal is contingent upon satisfactory performance evaluations by the customer.

c. Service and Monthly Price –

Service	Service Description	Location	Qty	Monthly Recurring Charge	Non-Recurring Charge
Internet	Fiber+ Internet, 500M, Building Extension	202 S Hwy 123	1	\$ 325.18	\$ -
VOIP	Fiber+ Internet, 50M, Building Extension	202 S Hwy 123	1	\$ 168.98	\$ -
	Seat Type : Standard		20	\$ 482.80	\$ -
	VVX-450, Includes 5 Spares		24	\$ 320.35	\$ -
	Seat Type : Analog, Adtran 908, Auto Attendant(s), Hunt Group(s), Basic White Page Listing		1	\$ 60.99	\$ -
	Subtotal			\$ 1,033.12	
Internet	Fiber+ Internet, 500M, Building Extension	100 E Court Sq	1	\$ 325.18	\$ -
VOIP	Fiber+ Internet, 50M, Building Extension	100 E Court Sq	1	\$ 168.98	\$ -
	Seat Type : Standard		82	\$ 1,979.48	\$ -
	Polycom VVX 450		74	\$ 987.75	\$ -

	Seat Type : (4) Analog, Adtran 908, (7) Auto Attendant(s), (1) Hunt Group(s), (8) Basic White Page Listing		1	\$ 222.23	\$ -
	Call Recording		1	\$ 18.39	\$ -
	Subtotal			\$ 3,376.83	
VOIP and Internet	Fiber+ Internet, 50M, Building Extension	124 ADAMS ST	1	\$ 168.98	\$ -
	Seat Type : Standard		10	\$ 241.40	\$ -
	VVX 450		9	\$ 120.13	\$ -
	Seat Type: Analog, Adtran 908, Hunt Group, White Page Listing, Call Recording		1	\$ 72.35	\$ -
	Adtran 1531P and Power Supply VVX-X50		1	\$ 121.77	\$ -
	Subtotal			\$ 724.63	
VOIP and Internet	Fiber+ Internet, 50M, Building Extension	119 W Reynolds St	1	\$ 168.98	\$ -
	Seat Type : Standard		22	\$ 555.22	\$ -
	VVX 450		22	\$ 293.66	\$ -
	Seat Type: Analog, Adtran 908, Hunt Group, White Page Listing		1	\$ 72.14	\$ -
	Call Recording		1	\$ 18.39	\$ -
	Subtotal			\$ 1,108.38	
VOIP and Internet	Pure Business Internet 3Mbps DSL	1725 CR 30	1	\$ 127.73	\$ -
	Seat Type: Standard and (3) VVX 450		3	\$ 112.46	\$ -
	Subtotal			\$ 240.19	
	TOTAL			\$ 7,133.51	\$ -

2. Standard Payment Terms.

- a. Payment of the Service Fee shall be made within thirty (30) days of the date of any invoice therefore. Customer shall begin receiving invoices for the Service upon and from the Start Date of the Service.
- b. Customer will be responsible for all expenses (including reasonable attorney's fees) incurred by Blue Plains Technology, LLC in collecting past due amounts.

3. Trouble Reports.

Blue Plains Technology, LLC will provide Customer with contact information the Customer may use/call to report problems. During Business Hours, Blue Plains Technology shall provide a telephone response to such problem calls within two (2) hours, and, if necessary, exercise commercially reasonable efforts to provide a physical response within four (4) hours of receiving Customer's call reporting the problem. During non-business hours, Blue Plains Technology, LLC shall provide a telephonic response to such calls within twenty-four (24) hours, and, if necessary, exercise commercially reasonable efforts to provide a physical response within eight (8) hours of receiving Customer's call reporting the problem.

4. Suspension of Service; Termination; Breach.

Customer shall be in default under this Master Agreement in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and fails to correct such non-compliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other non-compliance:

- a. Customer is more than thirty (30) days past due with respect to any payment required hereunder;

- b. Customer otherwise has failed to comply with the terms of this Master Agreement or any Work Order hereto:

In the event Customer is in default hereunder, Blue Plains Technology, LLC shall have the right, at its option, and in addition to any other remedies it may have, to (I) immediately suspend services to the Customer until such time as the underlying noncompliance has been corrected (without affecting Customer's on-going obligation to pay Blue Plains Technology, LLC the Service Fee as if such suspension of Service had not taken place); (II) terminate the applicable Work Order(s); or (III) after the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Master Agreement and/or any or all the applicable Work Orders.

5. Default by Blue Plains Technology, LLC

Blue Plains Technology, LLC shall be in default under this Agreement if Blue Plains Technology, LLC fails to comply with the terms of this Agreement and/or any or all of the applicable Work Order(s), and Blue Plains Technology, LLC fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from the Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

Customer shall have the right, at its option and in additions to any other remedies it may have, to terminate any applicable Work Order(s), if the underlying event of default and/or noncompliance by Blue Plains Technology, LLC is limited to Services provided under the applicable Work Order(s) or this Agreement, if such noncompliance is not so limited, provided that Blue Plains Technology, LLC diligent efforts to correct such breach are not commenced and pursued within 30 days after Blue Plains Technology, LLC receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

- 6. Blue Plains Technology, LLC hereby agrees to indemnify, hold harmless, and defend the Customer, its elected and appointed officials, employees, agents, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures, of any kind, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the terms, conditions, and performance of this Agreement, excepting only such claims, demands, causes, of action, lawsuits, liabilities, and costs solely attributable to the gross negligence or willful misconduct of the Customer or its employees and agents. If any Litigation shall arise between Blue Plains Technology, LLC and the Customer it shall take place in Montgomery County, AL.

7. Notices.

Any notices to be given under this Master Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail (return receipt requested), to the following addresses:

If to Blue Plains Technology: Blue Plains Technology, LLC
 3300 Lancelot Court
 Pike Road, AL 36064
 Attn: Steven Meany

If to Customer: _____

Each party may change its respective address(es) for legal notice hereunder by providing the other with notice in accordance herewith.

NOW THEREFORE, Blue Plains Technology, LLC and Customer agree to the terms and conditions included within this Master Agreement and hereby execute this Master Agreement by their duly authorized representatives.

Blue Plains Technology, LLC

CUSTOMER

By: _____

By: Steve McKinney

Name: Steven C. Meany

Name: Steve McKinney

Title: President

Title: Chairman

Date: _____

Date: 06-28-2022

Attachment 1

SERVICE LEVEL AGREEMENT
BY AND BETWEEN BLUE PLAINS TECHNOLOGY, LLC
AND DALE COUNTY COMMISSION,
DATED June 28, 2022
(This Attachment 1 applies only to Managed Services.)

Blue Plains Technology, LLC operates and maintains an Operations Center. To report a suspected problem with your Service(s) call (850) 279-5156.

1. Trouble Reporting Process. Provide the following information when calling NOC:
 - a. Company name
 - b. Your name
 - c. Your phone number
 - d. Email Address
 - e. Customer trouble ticket number (if applicable) Company Contact name and number
 - f. Nature of observed trouble
 - g. Is Service(s) released for testing?
 - h. Time of trouble onset

Once our NOC representative has received all of this information, a Customer Trouble Ticket will be assigned and investigation of your report will begin. After the status of your report has been determined, the NOC will contact your designated contact individual to discuss the findings.

If necessary, Blue Plains Technology shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time Blue Plains Technology becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of Blue Plains Technology. In the event that any maintenance hereunder requires a truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Blue Plains Technology's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance. Such Customer personnel shall coordinate and cooperate with Blue Plains Technology in performing such maintenance as required of Blue Plains Technology hereunder. In event it is determined that any trouble resulting in a truck roll was necessitated/caused by Customer or its agents or contractors, Blue Plains Technology shall have the right to charge and Customer shall pay Blue Plains Technology's then current rates for such truck roll and associated work.

2. Operations Center Escalation List. The purpose of escalations is to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time. To that end, the Blue Plains Technology Operations Center provides an escalation list to our customers and service partners for the purpose of escalations within the Blue Plains Technology Operations Center. Customer shall utilize the Blue Plains Technology Operations Center Escalation List, as updated from time to time, to report and seek immediate initial redress for Service exceptions observed/experienced. The current Blue Plains Technology Operations Center Escalation List is on the following page.

BLUE PLAINS TECHNOLOGY, LLC OPERATIONS CENTER ESCALATION LIST

Table 1.

Escalation Level	Blue Plains Technology Operation Center: (833) 458-9510 Name/Title/Email	Contact Numbers
1st Level	Blue Plains Technology Operation Center	(833) 458-9510
2nd Level	Blue Plains Technology Operation Center Lead Engineer	(334) 219-5482

3. **Service Level Guarantee and Credits:** Blue Plains Technology will issue credit allowances for service outages as set forth below upon Customer' written request, which will appear on the next invoice following processing. A service outage begins when customer reports the outage to the appropriate Blue Plains Technology number (s) to open a trouble ticket or responds to an outage notification from Blue Plains Technology. The service outage ends when the affected circuit is fully operational upon confirmation by the end user or successful testing by Blue Plains Technology. No credits will be given for outages that are (a) caused by customer or an end user; (b) due to failure of power or equipment provided by customers or 3rd parties; (c) during any period in which Blue Plains Technology is not given access to the service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on Blue Plains Technology Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 3 or more trouble tickets have been opened for a particular service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in Blue Plains Network's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

Performance Parameters	Objectives
Packet Delivery	99.99% from customer edge to Blue Plains Technology edge
In-Sequence Delivery	99.99% from customer edge to Blue Plains Technology edge
Latency	10 ms one-way customer edge to Blue Plains Technology edge
Jitter	5 ms one-way customer edge to Blue Plains Technology edge
Frame Loss Rate	99.99%
Network Service Availability	99.99%

4. **Service Level Agreements:** Blue Plains Technology shall perform in accordance with the following SLA:
- a. **Blue Plains Technology Edge:** Blue Plains Technology edge is the first routed hop beyond Blue Plains Technology owned routing hardware. This is the point at which it leaves the Blue Plains Technology network and enters the upstream providers' network. At this point Blue Plains Technology does not have control over the IP packet and cannot insure the integrity of the network.
 - b. **Port Availability:** Port availability for Internet Service is 99.99%. Port availability is a measurement of the total time that Internet Service is operative when measured over a thirty (30) day month (720 hour) period.
 - c. **Packet Delivery Ratio:** Blue Plains Technology Packet Delivery Ratio ("PDR") for the Internet service 99.99%. The PDR is the measurement of the percentage of IP packets delivered between any Blue Plains Technology core IP/MPLS router and any other Blue Plains Technology IP/MPLS router on the Blue Plains Technology network average over a thirty (30) day month (720 hours) period. If customer's bandwidth is saturated, packet delivery cannot be guaranteed.
 - d. **Packet Transfer Delay:** Blue Plains Technology Packet Transfer Delay ("PTD") for the Internet Service is twenty-five (25) milliseconds. The PTD is the measurement of the average round trip time over a thirty (30) day month (720 hour) period, required for a packet to travel between any Blue Plains Technology Core IP/MPLS router and any other Blue Plains Technology IP/MPLS router on the Blue Plains Technology network. Once a packet leaves the Blue Plains Technology network, deemed as the first routed hop beyond Blue Plains Technology network, no packet

delivery can be guaranteed.

- e. Quality of Service (QoS): Blue Plains Technology cannot insure that any Quality of Service (QoS) marking will be honored beyond the first routed hop past Blue Plains Technology network edge.
- f. Speed Test Sites: Blue Plains Technology does not support any Internet speed test site results. Results other speed test site will not be considered at any time.

5. Preventative, Emergency and Demand Maintenance.

- a. "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 00:00:01 and 06:00:00 Local Time. Blue Plains Technology shall endeavor to provide at least three (3) days prior notice to the other Party of Preventative Maintenance.
- b. Emergency Maintenance (Unscheduled Maintenance or Repair). "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity, use or efforts to correct network conditions that are likely to cause a material service outage, or address any issue reasonably observed as a threat to Blue Plains Technology resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the services. Blue Plains Technology may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Blue Plains Technology shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, and when reasonably possible, in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and will take necessary steps to notify key personnel internally in order for Blue Plains Technology to correct or repair the affected area.
- c. Demand Maintenance. "Demand Maintenance" is work necessary to restore service to one or more end-users of Blue Plains Technology and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Blue Plains Technology may undertake Demand Maintenance immediately. Blue Plains Technology shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.
- d. Notification. Blue Plains Technology shall provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Customer: Name: _____

 E-Mail: _____

 Phone: _____

Customer shall notify Blue Plains Technology of any failure, interruption or impairment of the Service, or any event imminently likely to cause the failure, interruption or impairment in the operation of Service for which it is aware.

Additionally. Customer shall notify Blue Plains Technology in advance any time Customer has knowledge that another person or entity is anticipated to engage in construction activities or otherwise dig within five (5) feet of the Cable.

Blue Plains Technology

Email: support@blueplainstech.com
Phone: (833) 458-9510

Customer shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Blue Plains Technology's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Blue Plains Technology shall notify Customer at Blue Plains Technology's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.

MSA Work Order #1
Attachment A
Dale County Commission

Service	Service Description	Location	Qty	Monthly Recurring Charge	Non-Recurring Charge
Internet	Fiber+ Internet, 500M, Building Extension	202 S Hwy 123	1	\$ 325.18	\$ -
VOIP	Fiber+ Internet, 50M, Building Extension	202 S Hwy 123	1	\$ 168.98	\$ -
	Seat Type : Standard		20	\$ 482.80	\$ -
	VVX-450, Includes 5 Spares		24	\$ 320.35	\$ -
	Seat Type : Analog, Adtran 908, Auto Attendant(s), Hunt Group(s), Basic White Page Listing		1	\$ 60.99	\$ -
	Subtotal			\$ 1,033.12	
Internet	Fiber+ Internet, 500M, Building Extension	100 E Court Sq	1	\$ 325.18	\$ -
VOIP	Fiber+ Internet, 50M, Building Extension	100 E Court Sq	1	\$ 168.98	\$ -
	Seat Type : Standard		82	\$ 1,979.48	\$ -
	Polycom VVX 450		74	\$ 987.75	\$ -
	Seat Type : (4) Analog, Adtran 908, (7) Auto Attendant(s), (1) Hunt Group(s), (8) Basic White Page Listing		1	\$ 222.23	\$ -
	Call Recording		1	\$ 18.39	\$ -
	Subtotal			\$ 3,376.83	
VOIP and Internet	Fiber+ Internet, 50M, Building Extension	124 ADAMS ST	1	\$ 168.98	\$ -
	Seat Type : Standard		10	\$ 241.40	\$ -
	VVX 450		9	\$ 120.13	\$ -
	Seat Type: Analog, Adtran 908, Hunt Group, White Page Listing, Call Recording		1	\$ 72.35	\$ -
	Adtran 1531P and Power Supply VVX-X50		1	\$ 121.77	\$ -
	Subtotal			\$ 724.63	
VOIP and Internet	Fiber+ Internet, 50M, Building Extension	119 W Reynolds St	1	\$ 168.98	\$ -
	Seat Type : Standard		22	\$ 555.22	\$ -
	VVX 450		22	\$ 293.66	\$ -
	Seat Type: Analog, Adtran 908, Hunt Group, White Page Listing		1	\$ 72.14	\$ -
	Call Recording		1	\$ 18.39	\$ -
	Subtotal			\$ 1,108.38	
VOIP and Internet	Pure Business Internet 3Mbps DSL	1725 CR 30	1	\$ 127.73	\$ -
	Seat Type: Standard and (3) VVX 450		3	\$ 112.46	\$ -
	Subtotal			\$ 240.19	
	TOTAL			\$ 7,133.51	\$ -



Quote (valid for 30 days)

Offer Date: June 15, 2022		
Description: Fiber + Internet and Hosted VOIP		
Opp. Number: 061522-1		
Requested By:	Dale County Commission 202 S Hwy 123 Ozark, AL 36360	Aaron Meeks
Offered By:	Blue Plains Technology, LLC., Drew Meany	dmeany@blueplains.tech.com (334) 590-4355

INTERNET AND HOSTED VOIP

Service	Service Description	Location	Qty	Monthly Recurring Charge	Non-Recurring Charge
Internet	Fiber+ Internet, 500M, Building Extension	202 S Hwy 123	1	\$ 325.18	\$ -
VOIP	Fiber+ Internet, 50M, Building Extension	202 S Hwy 123	1	\$ 168.98	\$ -
	Seat Type : Standard		20	\$ 482.80	\$ -
	VVX-450, Includes 5 Spares		24	\$ 320.35	\$ -
	Seat Type : Analog, Adtran 908, Auto Attendant(s), Hunt Group(s), Basic White Page Listing		1	\$ 60.99	\$ -
	Subtotal			\$ 1,033.12	
Internet	Fiber+ Internet, 500M, Building Extension	100 E Court Sq	1	\$ 325.18	\$ -
VOIP	Fiber+ Internet, 50M, Building Extension	100 E Court Sq	1	\$ 168.98	\$ -
	Seat Type : Standard		82	\$ 1,979.48	\$ -
	Polycom VVX 450		74	\$ 987.75	\$ -
	Seat Type : (4) Analog, Adtran 908, (7) Auto Attendant(s), (1) Hunt Group(s), (8) Basic White Page Listing		1	\$ 222.23	\$ -
	Call Recording		1	\$ 18.39	\$ -
	Subtotal			\$ 3,376.83	
VOIP and Internet	Fiber+ Internet, 50M, Building Extension	124 ADAMS ST	1	\$ 168.98	\$ -
	Seat Type : Standard		10	\$ 241.40	\$ -
	VVX 450		9	\$ 120.13	\$ -
	Seat Type: Analog, Adtran 908, Hunt Group, White Page Listing, Call Recording		1	\$ 72.35	\$ -
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	Subtotal			\$ 724.63	
VOIP and Internet	Fiber+ Internet, 50M, Building Extension	119 W Reynolds St	1	\$ 168.98	\$ -
	Seat Type : Standard		22	\$ 555.22	\$ -
	VVX 450		22	\$ 293.66	\$ -
	Seat Type: Analog, Adtran 908, Hunt Group, White Page Listing		1	\$ 72.14	\$ -
	Call Recording		1	\$ 18.39	\$ -
	Subtotal			\$ 1,108.38	

VOIP and Internet	Pure Business Internet 3Mbps DSL	1725 CR 30	1	\$ 127.73	\$ -
	Seat Type: Standard and (3) VVX 450		3	\$ 112.46	\$ -
	Subtotal			\$ 240.19	
	TOTAL			\$ 7,133.51	\$ -

Terms and Conditions Governing This Order

1. The term of this agreement is 36 months. After 36 months the service will continue on a month to month basis.
2. Services included on this quote are provided by Blue Plains Technology, LLC., partner Lumen Technologies Group.
3. Customer understands this service includes E911 services. Customer Initials _____.
4. The package pricing includes rental equipment that Blue Plains Technology will provide while Customer purchases the Services from Blue Plains Technology. Blue Plains Technology may provide equipment from various manufacturers at its discretion.
5. 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.
6. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Blue Plains Technology.
7. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Blue Plains Technology) this document and returning it to Blue Plains Technology.
8. Prior to installation, Blue Plains Technology may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
9. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Blue Plains Technology's partner CenturyLink Communications, LLC d/b/a Lumen Technology Group's (Lumen) 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.
10. Notwithstanding anything in any Agreement to the contrary, Blue Plains will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Blue Plains partner, will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Blue Plains will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason, then Customer will pay standard early termination charges.
11. 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.
12. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Blue Plains Technology for various governmental taxes and

This quote is CONFIDENTIAL.

surcharges. Such charges are subject to change by Blue Plains Technology and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

13. Unless otherwise set forth in a Service Attachment, Customer will pay expedite charges (added to the NRC) if applicable.

14. Payment Terms - Pricing detail for the Services is set forth in the Service Agreement/Quote. Charges will begin to accrue upon the Customer Acceptance Date. The charges for the Services are categorized as MRCs or NRCs. Blue Plains Technology, LLC. will invoice Customer monthly for MRCs, and Blue Plains Technology will invoice Customer for NRCs as they are incurred. Customer's first invoice may include prorated charges. Promotional pricing and terms, or other pricing commitments contained in the Service Agreement will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. CUSTOMER AGREES TO PAY THE TOTAL AMOUNT OF EACH INVOICE, SO THAT BLUE PLAINS TECHNOLOGY RECEIVES SUCH PAYMENT WITHIN 30 DAYS OF THE INVOICE DATE.

15. To dispute the amount or accuracy of any invoice, Customer must notify Blue Plains Technology in writing no later than the due date of the invoice detailing the disputed charges. Credits will not be issued for any charges that are not disputed in writing by the due date of the first invoice containing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under the Service Agreement – whether disputed or undisputed – is subject to withholding, reduction, set-off or adjustment of any nature by Customer.

16. The pricing terms set forth in the Service Agreement do not include applicable federal, state and local taxes or regulatory fees, assessments, and surcharges (collectively, "Taxes and Fees"), and these Taxes and Fees are subject to change without notice during the Term of the Service Agreement. Customer is responsible for the payment of all such Taxes and Fees. Customer is also responsible for any charges from third parties that arise when Customer uses Customer's phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should Customer request any third-party services, Customer agrees that Blue Plains Technology may release Customer's name and billing information directly to that third party so that it can bill Customer directly for those services.

17. Term and Termination - The Service Agreement begins on the Effective Date and will continue in effect for the Service Period specified in the Service Agreement ("Initial Term"), unless earlier terminated in accordance with the provisions below. At the end of the Initial Term, the Service Agreement will renew automatically for additional periods of one year (each, a "Renewal Term") until either party gives written notice to terminate the Service Agreement not less than 30 days before the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) may be referred to collectively as the "Term."

18. Notwithstanding the foregoing and/or any provision to the contrary herein contained, Customer shall pay the applicable charges for Services furnished up to the effective date of such termination in the event of the termination of the Service Agreement for any reason.

19. If Blue Plains Technology terminates the Service Agreement for cause or Customer terminates the Service Agreement without cause, Customer shall pay early termination charges. If termination is prior to the Customer Acceptance Date but after execution of the Service Agreement, early termination charges shall be those reasonable expenses incurred by Blue Plains Technology through the date of termination. If termination is after the Customer Acceptance Date, Customer will pay an early termination charge equivalent to the MRCs stated in the Service Agreement multiplied by the number of months remaining in the then-current Term. Blue Plains Technology also reserves the right to include, in the termination charge amount, the total dollar value of any promotion or waiver granted to Customer. Should Customer terminate any portion of the Services in the Service Agreement, Blue Plains Technology will assess an early termination charge equivalent to the MRCs for the terminated Service(s) multiplied by the number of months remaining in the then-current Term. Customer acknowledges and agrees that Blue Plains Technology's damages would be difficult to ascertain in the event of early termination, and that the foregoing early termination charges constitute liquidated damages as opposed to a penalty.

20. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." BLUE PLAINS TECHNOLOGY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BLUE PLAINS TECHNOLOGY MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

21. **Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

22. **Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

23. **Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

24. **Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.

25. **Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to Blue Plains Technology under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

26. **Indemnification.** Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party. Customer will also defend and indemnify Blue Plains Technology, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

27. **Confidentiality.** Neither party will, without the prior written consent of the other party, use or disclose the Confidential Information of the other party. "Confidential Information" means non-public information of the parties hereto relating to their business activities, financial affairs, technology, marketing or sales plans that is exchanged by the parties in the formation and implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement. Confidential Information will not include information which: (a) is or becomes public knowledge through no breach of the Agreement by the receiving party, (b) is received by recipient from a third party not under a duty of confidence, or (c) is already known or is independently developed by the receiving party without use of the Confidential Information. Confidential Information does not include Protected Health Information as defined in 45 C.F.R. § 160.103. Each party will take all reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a party may disclose Confidential Information: (a) as expressly permitted by, or required to achieve the purposes of, the Agreement, (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing party, or (c) pursuant to legal process; provided that, the disclosing party will, unless legally prohibited, provide the non-disclosing party with reasonable

This quote is CONFIDENTIAL.

prior written notice sufficient to permit it an opportunity to contest such disclosure. Blue Plains Technology will not be deemed to have accessed, received or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of the Services.

28. Force Majeure. In the event performance of the Service Agreement, or any obligation hereunder (excluding payment obligations) is either directly or indirectly prevented, restricted, or interfered with by reason of fire, explosion, flood, earthquake or like acts of God; war; labor difficulties, including without limitation, strikes, boycotts, or unavailability of equipment from vendor; or any other circumstances beyond the reasonable control of the party affected, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the party so affected shall use diligent efforts to avoid or remove such causes of nonperformance, and both parties shall proceed whenever such causes are removed or cease.

29. Entire Agreement - The Service Agreement may only be amended by a written document signed by an authorized representative of Customer and an authorized representative of Blue Plains Technology. The Service Agreement contains the parties' entire agreement and supersedes any prior agreements or understandings, whether written or oral.

30. Assignment. Neither party may assign the Agreement or any portion hereof without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement or a portion thereof: (a) in the event of a merger in which the party is not the surviving entity; (b) in the event of a sale of all or substantially all of its assets; or (c) to any Affiliate of such party; except that Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Blue Plains Technology, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.).

31. Transport Services. The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with Blue Plains Technology regarding compliance with these rules and will notify Blue Plains Technology of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

32. Governing Law; Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama, without regard to its principles for resolving conflicts of law. Any legal proceeding relating to the Agreement must be brought exclusively in a U.S. District Court or in a state court of competent jurisdiction, in Montgomery, Alabama.

33. Waiver of Jury Trial and Class Action. Each party knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.

34. Severability. If any provision in the Service Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of the Service Agreement will remain in full force and effect.

Customer: Dale County Commission

Steve McKinrow
Authorized Signature

Steve McKinrow
Name Typed or Printed

Chairman
Title

06-28-2022
Date

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

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

WHEREAS, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

WHEREAS, the County has duly made this election; and

WHEREAS, the County may expend designated Revenue Replacement funds for government services; and

WHEREAS, the County has determined that there is a need to provide the following government services to its citizens and that it is within the authority of the County to provide these services: construction or maintenance of safe County roads; and

WHEREAS, the County has determined that the procurement of the following skid steer loader from the following vendor is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

Caterpillar 299D3 Compact Track Loader from Thompson Tractor Co. Inc., for \$104,999.00; and

WHEREAS, more particularly, the procurement of this skid steer loader will provide needed equipment for the County to properly maintain County roads; and

WHEREAS, the County has identified the vendor from which to procure this skid steer loader in a manner consistent with federal and state laws and guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200).

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

- 1) The County shall use up to \$104,999.00 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) The County Administrator is hereby authorized to expend these funds to purchase this skid steer loader as described herein from the designated vendor to facilitate the provision of these services.

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

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

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 28th day of June, 2022.



Steve McKinnon
Chairman, Dale County Commission

EMERGENCY MEDICAL SERVICES PROJECT RESOLUTION

WHEREAS, the Dale County Commission (the "Commission") has approved the expenditure of American Rescue Plan Act revenue replacement funds ("ARPA revenue replacement funds") to fund a project to enhance emergency response transport services in the unincorporated areas of the county; and

WHEREAS, the Commission has determined that it is reasonable and necessary to make subawards of its ARPA revenue replacement funds to entities licensed to provide emergency medical services within the county to carry out this project on the county's behalf; and

WHEREAS, providing funds to these entities to enhance these services will serve a public purpose by conferring a direct benefit to a significant portion of the community and it is within the county's statutory authority to provide these services.

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

The Commission Chairman is hereby authorized to execute subaward agreements consistent with the reimbursement formula previously approved by the Commission with any licensed emergency medical services provider to carry out this project on behalf of the county.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 28th day of June, 2022.



Steve McKinnon
Chairman, Dale County Commission

BOARD MEMBERS

Gary R. Tibbetts, Chairman
Mike Brauer
Derek J. Dickens
Stanley Enfinger
Larry Clark

The Utilities Board of the City of Ozark

Post Office Box 1125

Ozark, Alabama 36361-1125

(334) 774-2336 / 774-5708

Fax (334) 774-4226

Joe Sexton, General Manager



April 19, 2022

Steve McKinnon, Dale County Commission Chairman

Ben Baker, Superintendent Dale County Schools

Re: Available sewer at Alabama National Guard Armory

202 Hwy 231

Ozark, Alabama 36360

Gentlemen,

After some discussion with Mayor Blankenship, The Ozark Utilities Board requested Poly Engineering to survey and present a cost estimate to provide sewer service to the above mentioned address. Below is the cost estimate.

Opinion of Probable Construction Cost	\$262,652.00
Contingency (10%)	\$ 26,265.00
Design Fee	\$ 18,386.00
Construction Engineering	<u>\$ 23,639.00</u>
Total Estimate	\$330,942.00

Sincerely,

Joe Sexton

$$\frac{\quad}{2}$$

\$165,471.00