



Dale County Commission

Commission Meeting Minutes – December 13, 2022

The Dale County Commission convened in a regular session Tuesday, December 13, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

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

APPROVED – AGENDA

Commissioner Grantham made a motion to approve the agenda.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 94746 – 95116.
- Payroll Check Numbers: 154867 – 154882.
- Direct Deposit Check Numbers: 423012 - 423414.

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

APPROVED – MINUTES

Commissioner Grantham made a motion to approve the Minutes of the Commission Meeting of November 16, 2022.

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

APPROVED - PERSONNEL – NEW HIRES

Commissioner Carroll made a motion to approve the following:

- Joshua Parker – new hire – deputy sheriff – Sheriff dept.

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

APPROVED - LODGING TAX ADMINISTRATION AGREEMENT

Commissioner Wilson made a motion to approve the Avenu Lodging Tax Administration Agreement. See Exhibit 1.

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

APPROVED - JAIL AD VALOREM EXPENDITURE

Commissioner Grantham made a motion to approve an expenditure of \$6,000. from Fund 151, Jail Ad Valorem, for work done at the County Jail. See Exhibit 2.

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

APPROVED - CAPITAL ASSET - SHERIFF DEPT

Commissioner Carroll made a motion to approve the following. See Exhibit 3.

- Asset # 335 – Septic tank at training facility – destroyed in June, 2021.
- Asset # 4097 – John Deere Gator – donated to Town of Arton,

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

APPROVED - INMATE HOUSING AGREEMENT - DALEVILLE

Commissioner Grantham made a motion to approve an inmate housing agreement with the City of Daleville. See Exhibit 4.

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

APPROVED - AMENDMENT OF PERSONNEL MANUAL

Commissioner Carroll made a motion to approve the posting of a change to the Personnel Policies and Procedures Handbook. See Exhibit 5.

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

TABLED - MEDICAL CANNABIS RESOLUTION

Commissioner Carroll made a motion to table a resolution for medical cannabis dispensary or integrated facility.

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

APPROVED – CANCELLATION OF MEETING FOR 12-27-22

Commissioner Grantham made a motion to approve the cancellation of the Commission meeting of December 27, 2022.

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

REQUEST FROM CITY OF OZARK

Commissioner Enfinger made a motion to approve an expenditure to assist in the demolition of a building owned by the City of Ozark.

The motion died for a lack of a second motion.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, January 10, 2023 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Grantham 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



Tax Revenue Enhancement Agreement Lodging Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **Dale County**, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for lodging taxes as designated by CLIENT.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: Dale County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for lodging and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. Audit Services:
 - i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence April 1, 2023 with collection of April 2023 taxes to be remitted on or before May 20, 2023.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in

any way to lodging and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

- 19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

Dale County

By: _____

By: Steve McGinnis

Name: Carl Kumpf

Name: Steve McGinnis

Title: CFO

Title: Chairman

Date: _____

Date: 12-13-22

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

November 10, 2022

Cheryl Ganey
Dale County
100 E. Court Square
OZARK, AL 36360

Dear Ms. Ganey:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Lodging; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Lodging	General	

If at any time there are any discrepancies between the schedule set out above and your County's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 5%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ (AVENU)
Title: _____

Sanders Electrical & Plumbing, Inc.

604 South Union Avenue
 Ozark, AL 36360
 USA

INVOICE

Invoice Number: 079544
 Invoice Date: Sep 22, 2022
 Page: 1

Voice: 334-774-5792

Fax:

Duplicate

Bill To:
Dale County Commission Office 202 S. Hwy 123, Ste.C Ozark, AL 36360 604 South Ozark, AL 36360

Ship to:
FOR: DALE COUNTY JAIL

Customer ID	Customer PO	Payment Terms	
DALECOUNTYJAIL	ANGIE	Net 10th of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
54		9/16/22	10/10/22

Quantity	Item	Description	Unit Price	Amount
1.00	LAB003	INSTALLED 220 SQ. FT. OF 6x6 QUARRY TILE & GROUT AFTER HOURS: ALL FOR THE SUM OF: <i>Repair to Kitchen</i>	6,000.00	6,000.00

☆RECEIVED☆
 NOV 23 2022

Subtotal	6,000.00
Sales Tax	
Total Invoice Amount	6,000.00
Payment/Credit Applied	
TOTAL	6,000.00

Check/Credit Memo No:



SHERIFF WALLY OLSON

P.O. BOX 279
DALE COUNTY, OZARK, ALABAMA 36361

TELEPHONE 334-774-2335
FAX 334-774-2909
E-MAIL WOLSON@DALESO.COM

December 7, 2022

Dale County Commission
202 S Hwy 123, Suite C
Ozark, AL. 36360

To Whom It May Concern:

Please remove the septic tank from the inventory list for the Dale County Range. The septic tank was destroyed by a county vehicle on June 2021.

↳ Asset #335. cy

Any assistance would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Wally Olson", with a long horizontal flourish extending to the right.

Wally Olson

Sheriff, Dale County



SHERIFF WALLY OLSON

P.O. BOX 279
DALE COUNTY, OZARK, ALABAMA 36361

TELEPHONE 334-774-2335
FAX 334-774-2909
E-MAIL WOLSON@DALESO.COM

December 7, 2022

**Dale County Commission
202 S Hwy 123, Suite C
Ozark, Al. 36360**

To Whom It May Concern:

The Sheriff's Office is removing the following surplus equipment:

One John Deere Gator obtained from the 10-33 program

Asset # 4097

The town of Ariton is requesting this off road vehicle for their use.

Thank you for any assistance in this matter.

Sincerely,


**Wally Olson
Sheriff, Dale County**

INMATE HOUSING AGREEMENT

THIS AGREEMENT is made this 13th day of December, 2022, by and between The Dale County Commission of Dale County, Alabama, hereinafter referred to as "Dale County", and the City of Daleville, Alabama, a municipal corporation, hereinafter referred to as "Daleville".

WITNESS TO:

Whereas Daleville desires to contract with Dale County for the provision by Dale County to Daleville of housing for Daleville's municipal inmates, and whereas Dale County desires to provide such service to Daleville, now, therefore, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. INITIATION OF TERMS OF AGREEMENT

Upon the determination by Daleville through its appointed designee that the detention of an individual in the custody of the Daleville Department of Public Safety is necessary, Daleville shall contact the on-duty Supervisor of the Dale County Jail (hereinafter "facility") and notify said supervisor or his/her designee that Daleville has begun transport of an inmate to said facility for housing until further notice is received from the appropriate authority. Receipt by Dale County of Daleville inmates shall occur at any hour, on any day, and shall not be restricted unless applicable law or other authority requires the same.

SECTION 2. RECEIPT OF INMATES FROM DALEVILLE

Upon completion of the booking process, the inmate shall be deemed to be in the custody of the Dale County Jail and shall thereafter receive treatment and services identical to those received by all other inmates housed in the facility, subject to, but in no way compromised by, the provisions of Section 5. Each Daleville inmate shall be required to comply with all rules and regulations established by Dale County and the facility administration.

During his/her incarceration, each Daleville inmate shall be entitled to use of the commissary system to obtain any approved items which may be needed during incarceration and which are afforded by the inmate's account balance. Daleville hereby agrees to transfer any and all personal items, including money, found on the inmate's person to Dale County's intake officer so that the items may be properly logged into the inmate's account. Daleville agrees to execute any necessary documentation reflecting the transfer of any such property. Further, Daleville agrees that no inmate may receive any property other than money orders while incarcerated in the facility.

SECTION 3. SECURITY MEASURES

All proper security measures shall be followed at all times during the transportation and transfer of inmates including, but not limited to, handcuffs, shackles, and waistband restraints. The use of such security measures is hereby specifically authorized by the parties.

SECTION 4. BILLING AND PAYMENT

At the time Daleville places an inmate into Dale County's custody, Daleville will be billed fifteen dollars (\$15.00). If said inmate remains housed at the passing of midnight following the time of initial intake, Daleville will be billed an additional fifteen dollars (\$15.00). Billing shall continue in this manner until such time as the inmate is released on proper authority as provided in Section 5.

Dale County shall invoice Daleville in regular installments for the provision of services as outlined herein and Daleville agrees to provide reimbursement for the same in a timely manner, any amount due and owing not to remain outstanding for longer than forty-five (45) days from the date of invoice.

SECTION 5. MEDICAL EXPENSES

It shall be the sole responsibility of Daleville to transport inmates in need of medical attention to an appropriate facility or, should the circumstances dictate, it shall be the sole responsibility of Daleville to reimburse Dale County for any expenditures made in procuring medical attention for a Daleville inmate. Additionally, it shall be the sole responsibility of Daleville to provide payment for prescription medications required by a Daleville inmate. Any personal financial obligation on the part of a Daleville inmate for payment of such services or goods shall be negotiated between Daleville and the inmate without the involvement of Dale County. Payment or reimbursement from Daleville to Dale County for medically-related expenses for a Daleville inmate shall not be withheld due to lack of payment by a third party.

The provisions of this section shall in no way compromise, hinder or alter the medical treatment provided to Daleville inmates while incarcerated in the facility.

SECTION 6. RELEASE OF DALEVILLE INMATES

Release of a Daleville inmate by Dale County shall not occur unless and until proper authority is issued and his/her release is decreed by the proper court or other authority. Any information regarding release of a Daleville inmate shall be transmitted via telephone, facsimile or other electronic means to the appropriate personnel within the Facility. Dale County shall not be responsible for transportation of any Daleville inmate released from its facility.

STATE OF ALABAMA)
COUNTY OF DALE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steve McKinnon, whose name as Dale County Commission Chair, and Cheryl Ganey, whose name as County Administrator of Dale County, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Dale County Commission Chair and County Administrator for Dale County, executed the same voluntarily for and as the act of the Dale County, Alabama on the day the same bears date.

Given under my hand this the _____ day of _____, 2022.

Notary Public

**City of Daleville, Alabama,
a municipal corporation,**

Attest:

By: _____
Jayme Staton, Mayor
City of Daleville, Alabama

Angelia Filmore, City Clerk
City of Daleville, Alabama

STATE OF ALABAMA)
COUNTY OF DALE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jayme Staton, whose name as Mayor of the City of Daleville, and Angelia Filmore, whose name as City Clerk of the City of Daleville, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Daleville and City Clerk of the City of Daleville, executed the same voluntarily for and as the act of the City of Daleville, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the _____ day of _____, 2022.

Notary Public

SECTION 7. EFFECTIVE DATE

The term of this Agreement shall commence January 1, 2023, (the "effective date") and, unless sooner terminated as hereafter provided, shall continue in full force and effect until and through December 31, 2026.

SECTION 8. TERMINATION

This Agreement may only be terminated under the following circumstances:

- A. Upon mutual agreement of both parties.
- B. For cause, in the following manner:
 - 1. If either party shall refuse, fail or be unable to perform any of the terms of this Agreement for any reason, other than excused performance stated in other sections of this Agreement, the party claiming such failure shall give the other party written notice of the alleged breach, listing the event and providing necessary supporting documentation. Transmission of said information shall be effectuated by use of certified mail or other delivery service requiring a signature precedent to receipt.
 - 2. Within ten (10) days of the other party's receipt of notice of the alleged breach, both parties shall meet and discuss the aggrieved party's claimed breach and, if possible, set forth a mutually agreed-upon resolution. If a resolution is capable of being reached, the parties shall then establish a timeline for implementing the provisions of said resolution and correcting such breach to the satisfaction of both parties. Such resolution and timeline must be in writing, agreed to and signed by both parties.
 - 3. If a mutually agreeable resolution is not reached or, if at the end of the time allotted by the parties for completion of redress, the terms of the agreed-upon resolution and timeline are not being met, the injured party may cancel this Agreement. Cancellation shall occur by the injured party promptly sending written notice of said cancellation to the other party, said cancellation becoming effective ten (10) days after the agreed-upon timeline expires or ten (10) days following the parties' failure to mutually agree to a resolution, whichever shall first occur. Service of said written notice shall be achieved via the means described in Section 2.2.a.

SECTION 9. EMPLOYEES

Parties to this Agreement recognize that employees of Dale County are not employees of the City of Daleville and employees of the City of Daleville are not employees of Dale County.

SECTION 10. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

SECTION 11. ASSIGNMENT

Neither Dale County nor Daleville may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 12. ENTIRE AGREEMENT: WAIVER

This executed document constitutes the entire Agreement between the parties with respect to the provision of housing for municipal inmates and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Dale County and the City of Daleville. This Agreement supersedes all other agreements between the parties for the provision of services as outlined herein.

SECTION 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year first above written.

Dale County, Alabama,

Attest:

By: Steve McKinnon
Steve McKinnon,
Commission Chair
Dale County, Alabama

Cheryl Ganey
Cheryl Ganey
County Administrator
Dale County, Alabama

ADDENDUM

Dale County Commission

Personnel Policies and Procedures Handbook

December 13, 2021

Changes are in Bold

Purpose of Addendum: Remove the **Engineer in Training** position from a temporary Excluded Service position to a full time Classified service position.

SECTION III CATEGORIES OF SERVICE AND EMPLOYMENT STATUS

PART A CATEGORIES OF SERVICE

No. 2 EXCLUDED SERVICE (PAYROLL)

Part f.

Change:

Any temporary position not funded on a permanent basis including, but not limited to, seasonal workers, or temporary employees hired on a short term basis or special projects employees.

POSTED 12/13/2022

Dale County Commission Approved _____

12/13/22

Commissioners,

The County Engineer is requesting that the position of Engineer-in-Training be moved to a regular employment position in lieu of a temporary employment position as it is now classified.

There is currently a job description for this position, see attached,

After completion of the 10-day posting requirement for changes to the Personnel Manual and then final approval by the Commission, the County Engineer will request that this position be added to the Classified list as a salaried position.

Cheryl Ganey

Engineer-in-Training

Division	Department	Location
Engineering Office	Road and Bridge	Dale County Commission

Reports To
County Engineer

Job Summary

Performs a variety of engineering duties related to the planning, location, design, or construction of roads, bridges, or other civil engineering projects.

Duties and Responsibilities

Under the supervision of the County Engineer or his designee performs the following duties:

Independently performing preliminary cost estimates and traffic engineering studies.

Conducts location or foundation investigations.

Serves as inspector or project engineer on construction projects making minor modifications as on-site conditions necessitate.

Receives complaints and requests from citizens, law enforcement officials, and County Commissioners and works to resolve them in a timely manner.

Validates and analyzes data for use in feasibility and location studies.

Checks contractors' work for compliance with plans, specifications and contract stipulations. Complies and approves work completed for purposes of payment.

Supervises and participates in the preparation of C.A.D. plans, and specifications for roadway resurfacing and bridge construction.

Performs or reviews mathematical calculations for design.

Writes material and heavy equipment specifications.

Assists in establishing priorities on road and bridge maintenance and construction needs.

Assigns inspection of portions of projects to engineering assistants.

Work is assigned with general instructions and uses own initiative in solution of details.

Performs other related duties as assigned, and all work will be subject to review by the County Engineer.

Specific Physical Duties

Must be able to work outside in a variety of weather conditions performing duties requiring mild physical exertion including walking, standing, bending, lifting, kneeling, squatting, etc. Must be able to lift a minimum of fifty (50) pounds.

Specific Noise Duties

Engineering office and construction sites

Job Specifications

Education:

Graduation from a four-year college or university with a Bachelor's Degree in Civil engineering or Civil Engineering Technology within the last four years. Applicant must have successfully passed the Fundamentals of Engineering (EIT) examination.

Work Experience

Considerable knowledge of road and bridge engineering objectives, purposes, methods, and practices. Knowledge of department and county policies, procedures, rules, and regulations. Knowledge of occupational health and safety, including accident causation and prevention and stops work when safety violations or health hazards occur. Ability to read and interpret the assigned types of civil engineering plans, maps, and specifications; ensures contractor obtains compliance in all details. Ability to plan and supervise the work of technicians, engineers, and inspectors. Ability to establish and maintain effective working relationships with associates, supervisors, subordinates, general public, and county officials. Ability to understand and follow complex written instructions. Ability to identify storm water drainage problems and propose solutions. Working knowledge of computer software and applications. Knowledge of storm water regulations and the design and implementation of B.M.P. plans.

Licenses

Valid Alabama driver's license and a good driving record. Must be insurable.

Preferences

Must be able to communicate effectively orally and in written form. Must be able to follow oral and written instructions. Must be able to read, comprehend, and interpret correspondence, reports, technical manuals, graphics, deed, maps, construction plans, etc. Must be able to write well enough to prepare technical documents. Must be familiar with the use of drafting tools, modern surveying equipment, hand tools, and computer aided drafting. Must have a working knowledge of mathematics including geometry as it relates to drafting and surveying. Must be able to work and communicate effectively with a variety of people including professionals, officials, co-workers, and the public at large.

Approved 6/28/2004



202 S. Hwy 123, Suite A
Ozark, Alabama 36360
334.774.7875

Matthew W. Murphy, P.E.
County Engineer

DALE COUNTY ROAD AND BRIDGE

MEMORANDUM

Date: December 13, 2022

To: Dale County Commission

From: Matt Murphy
County Engineer

Subject: Internet at Road and Bridge Shop

Requesting to change internet providers at the Road and Bridge shop. Currently we have Brightspeed and would like to change over to Troy Cable.

This change will provide higher speed internet at a lower cost. This will be for a three (3) year contract.

Commission Approved:

Date