



Dale County Commission

Commission Meeting Minutes – May 23, 2023

The Dale County Commission convened in a regular session Tuesday, May 23, 2023. 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 Wilson followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES, & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda, memorandum of warrants, and minutes:

Agenda addition: 1) employee travel- Worsham 2) Vivian B Adams board appointments

Memorandum of Warrants:

- Accounts Payable Check Numbers 96246 – 96314.
- Payroll Check Numbers: 154909 – 154911.
- Direct Deposit Check Numbers: 424955 - 425096.

Minutes: Commission Meeting of May 9, 2023.

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

APPROVED - PERSONNEL

Commissioner Wilson made a motion to approve the following:

- Linda Miller – Promotion – HR Director – Commission office
- Justyn Jackson – Promotion - Investigator – Sheriff office
- Tyler Johnson – transfer – from investigator to deputy – Sheriff Office

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

APPROVED – EMPLOYEE TRAVEL

Commissioner Grantham made a motion to approve the following:

- Dale County Jail – Steven Baxley, Brandon Elmore, Harvey McLeod, and Hunter Peters October 22-25, 2023 – Alabama Jail Assoc. Fall conference, Orange Beach, AL \$2,714.40
- Revenue – Eleanor Outlaw – June 11-15, 2023 – AOATA – Orange Beach, AL \$1,849.03
- Road & Bridge – Andrew Faulk – May 24-25, 2023 – CGEI Ethic Class – Prattville, AL \$507.19
- EMA – Willie Worsham – June 12 – 15, 2023 – Ala. Disaster Preparedness Conference – Montgomery, AL - \$1,033.80

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

APPROVED – BID AWARD – RA-DCP-23-01-20 – CR 101

Commissioner Wilson made a motion to approve the bid award to Wiregrass Construction Co., Inc. for Rebuild Resurfacing Project, RA-DCP-23-01-20, CR 101 (Harris Rd). See Exhibit 1.

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

APPROVED – BID AWARD – ARPA – DALE COUNTY MEDICAL DEMOLITION

Commissioner Carroll made a motion to approve the bid award to Hopper Moore, Inc. for the demolition of a building for Dale County Medical Center. See Exhibit 2.

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

TABLED – AGREEMENT WITH CITY OF OZARK – RA-DCP-23-01-20

Commissioner Grantham made a motion to table the agreement with the City of Ozark regarding CR 101 (Harris Road).

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

APPROVED – JUVENILE MONITORING SYSTEM

Commissioner Carroll made a motion to approve an agreement with Sentinel Offender Services, LLC for the Dale County Juvenile Court system. See Exhibit 3.

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

APPROVED – BOARD APPOINTMENT – VIVIAN B ADAMS

Commissioner Wilson made a motion to approve the following Vivian B Adams board appointments:

Appointment - Laura Thornton to the Vivian B. Adams School Board, replacing Pat Jackson who resigned April 2023 – 6 yr. term.

Bonnie Crawford and Angelia Filmore to serve another 6 yr. term.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, June 13, 2023, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Grantham made a motion to adjourn the meeting. Commissioner Carroll 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



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: May 23, 2032

To: Dale County Commission

From: Matthew Murphy
County Engineer

Re: Rebuild Resurfacing Project
Project #: RA-DCP-23-01-20

After a careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the Rebuild Resurfacing Project to the lowest responsive and responsible bidder:

Wiregrass Construction Company, Inc.
1830 Hartford Hwy.
Dothan, Alabama 36301

5/17/2023

2023 Rebuild Resurfacing Project
Project # - RA-DCP-23-01-20

Company		Bid Amount
Mid South Paving		\$1,663,942.00
Wiregrass Construction		\$1,310,399.16



102 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: May 23, 2032

To: Dale County Commission

From: Matthew Murphy
County Engineer

Re: Dale County Medical Building Demolition

After a careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the Dale County Medical Building Demolition to the lowest responsive and responsible bidder:

Hopper Moore Inc.
561 County Road 623
Enterprise, AL 36330

Dale County Medical Building Demolition Bid Tabulation

Company	Bid Amount
Tri State Clearing	No Bid
AAA General Contractors	No Bid
Complete Demolition Services	\$71,000.00
Hardiman Remediation Services	\$148,000.00
Hilton Cooper Contracting, Inc.	No Bid
Booth Enterprises LLC	No Bid
Johnston Construction, LLC	No Bid
JLM Services	No Bid
Hughes Construction	\$108,500.00
TOA	\$82,750.00
Hopper-Moore, Inc.	\$44,500.00
Lewis, Inc	\$70,875.00

SENTINEL OFFENDER SERVICES, LLC
MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement ("Agreement") dated as of May 23, 2023, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("Sentinel"), having its principal place of business at 1290 North Hancock Street, Suite 103, Anaheim, California 92807, and Dale County Commission ("Customer") having its principal place of business at 202 Hwy 123 South, Suite C, Ozark, Alabama 36360.

RECITALS

- A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to customers, probation departments and community correctional entities.
- B. The Customer desires to supervise a certain portion of its offenders in a supervision and tracking program that is designed to monitor the offender through one (1) or more of the levels of monitoring services provided by Sentinel.
- C. Sentinel and the Customer desire to enter into a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer is responsible for determining the level and type of monitoring on an individual basis. The Customer may wish to use monitoring services that include Radio Frequency Home Monitoring, Global Positioning System Satellite Tracking, Alcohol Testing, or cell phone reporting and tracking applications.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Services; Equipment; and Customer's Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Sentinel shall provide to the Customer services described at Exhibit "A" attached hereto ("Services"). Sentinel shall provide the Services by qualified personnel in a professional manner.

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment ("Sentinel Equipment") in connection with its provision of its electronic monitoring services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property

of Sentinel. Sentinel Equipment in Customer's possession, custody or control is set forth at Exhibit "B" attached hereto ("Customer-Controlled Equipment").

1.3 Customer's Responsibilities. In addition to any other obligations of the Customer herein, Customer shall be responsible for the obligations set forth at Exhibit "C" attached hereto ("Customer Responsibilities").

2 Service Fees and Payments

2.1 Service Fees. Sentinel shall collect from the Customer the agreed upon amount for Services rendered. The fee schedule is defined in Exhibit "D" attached hereto ("Fee Table"). Payments are due and payable within thirty (30) days of receipt of invoice. Any fees not paid within the thirty (30) days after invoice will result in an interest rate of 1.5% to be added to the monthly invoice total.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from the Customer regarding payments finally due.

3 Term; Termination; and Suspension

3.1 Term. This Agreement is effective as of June 1, 2023, and shall continue in full force and effect until May 31, 2024 ("Initial Term"). This Agreement will be deemed to be renewed annually ("Renewal Term") upon the expiration of the Initial Term. After the completion of the initial term either party may terminate the agreement with or without cause by giving the other party a sixty (60) day written notice. This agreement will be considered extended unless a party hereto notifies the other party sixty (60) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 ("Term").

3.2 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within sixty (60) days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.3 Rights upon Termination. Upon termination or expiration of this Agreement:

- 3.3.1 Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at Exhibit "E" attached hereto ("Post-Termination Services");
 - 3.3.2 Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;
 - 3.3.3 Sentinel shall give to the Customer all copies of Private Information (as defined at Section 5.3);
 - 3.3.4 Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and
 - 3.3.5 If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.
- 3.4 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel's reasonable judgment, the Customer has materially breached any obligation set forth herein.
- 3.5 Lost, damaged or stolen. Sentinel reserves the right to charge the Customer for lost, damaged or stolen Sentinel Equipment.

4 Marketing

The Customer agrees that Sentinel may include the Customer's name in listings of Sentinel's customers.

5 Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential ("Private Information"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of the Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

6 Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

7 Acknowledgments

The Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

8 Limitation of Liability

8.1 Disclaimer. The Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and the Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer acknowledges Sentinel's ability to provide electronic monitoring services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by the Customer of observed defects or deficiencies in any Sentinel Equipment assigned to or retrieved from participant offenders, proper maintenance of Sentinel Equipment by the Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from GPS satellites. Accordingly, the Customer acknowledges that Sentinel does not warrant that the Services will function on an error free basis. At any given time, the Sentinel Equipment or software used in connections with this Agreement may malfunction and failures in the Services may occur from time to time. The Customer agrees that Sentinel will not be liable for any damages or harms, including, without limitation, property damage, personal injury, bodily injury, illness or death, that the Customer or the Customer's employees, agents or other affiliates may incur arising out of Sentinel's operations or its provision of or failure to provide the Services. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Customer affirms that if it requests that Sentinel provide electronic monitoring by GPS to certain participants, all participants identified for GPS monitoring have been selected independently by the Customer without input, advice or other involvement of Sentinel and

Sentinel has agreed to comply with instructions of the Customer on the scope of monitoring for each selected participant.

The Customer recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel. The Customer agrees that Sentinel shall be entitled to indemnification for any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) which hereafter may be incurred by Sentinel arising in connection with its provision of GPS monitoring services (a) to the extent such risks have been expressly assumed by the Customer or otherwise are outside of Sentinel's direct and immediate control.

8.3 Limitation of damages. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the services, even if such party has been advised of the possibility of such damages.

8.3.1 Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12-month period immediately preceding the event which gave rise to the Customer's claims or (ii) \$20,000, whichever is less.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer. As such, Sentinel is solely responsible for all taxes, and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer for any loss of any kind whatsoever. Sentinel has no authority, express or implied, to bind or obligate the Customer in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign or delegate any portion of this Agreement or the Services to be performed hereunder without prior written approval of the Customer. In the event that the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services

rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this Agreement.

8.6 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this Agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

9 General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "Overnight Courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
1290 North Hancock Street
Anaheim, CA 92807
Telephone No.: (949) 453-1550
Facsimile No.: (949) 453-1554
Attention: Mr. Dennis Fuller, Chief Financial Officer

With a copy to:

Stradling, Tocca, Carlson and Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone No.: (949) 725-4123
Attention: Mr. Bruce Feuchter

If to Customer:

~~Dale County Juvenile Court~~ Dale County Commission
202 Hwy 123 South, Suite C100 E Court Square
 Ozark, Alabama 36360
 Telephone No.: (334) ~~774-6025774-4357~~
 Attention: Mr. ~~Steve McKinnon~~ Stan Garner

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the Overnight Courier, if delivered by Overnight Courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Indiana, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any customer having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law and Choice of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of Indiana. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section 9.4, the parties agree that such action will be brought in the DeKalb County Circuit Court or in the United States District Court, Northern District of Indiana and the parties hereby submit to the exclusive jurisdiction of said Courts.

9.6 Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to this Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim. Each party has the right to negotiate the total sum allowed for attorney fees incurred by the other party.

9.7 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any customer of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control ("Force Majeure Event"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for thirty (30) days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

9.13 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

[signatures follow]

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

DALE COUNTY COMMISSION ("Customer")


By: 

Mr. Steve McKinnon

Its: Chairman

Date: 05/23/23

SENTINEL OFFENDER SERVICES, LLC ("SENTINEL")

By: 

Mr. Dennis Fuller

Its: Chief Financial Officer

Date: 05/25/2023

EXHIBIT "A"
THE SERVICES

- **Basic Services**

Sentinel will provide GPS tracking equipment. The Customer will select individuals that the Customer deems appropriate to participate in a GPS tracking program.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its Services. If required, Sentinel can provide training to other Customer personnel via remote interactive webinar and/or at a central facility as the program expands at no charge to the Customer. The Customer also agrees to assist with the program changeover and implementation of Sentinel products and services.

- **Maintenance Services**

If the Customer utilizes Sentinel's electronic monitoring services it will assume the responsibility of properly maintaining Sentinel Equipment in a functional manner and will be held liable for all Sentinel Equipment lost, damaged or stolen that exceeds five percent (5%) annually.

- **Hours of Operation**

The SentinelDNA™ ("DNA") offender tracking software operates 24 hours a day, 7 days a week, 365 days a year. The Sentinel National Monitoring Center supports this operation at all times. The National Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. The National Monitoring Center can be contacted at 800.551.4911.

- **Reports**

For report and activity information, the Customer will be able to access Sentinel's DNA software through either a standard computer, laptop connection, smart phone browser or application. Sentinel staff will also provide a daily report to the Customer as requested for participant information and transactions.

- **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

EXHIBIT "B"
CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer Sentinel Equipment in order for successful operation of the program. Sentinel will provide the Customer with fifteen percent (15%) shelf stock for GPS Tracking devices at no additional cost.

It will be the Customer's responsibility to notify the Sentinel Resource Center of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges.

The Customer will be responsible for Sentinel Equipment. Sentinel Equipment lost, damaged or stolen above the allotted contractual amount will require reimbursement to Sentinel at the rates as outlined under Exhibit F, ("Lost, Damaged or Stolen Equipment Schedule").

EXHIBIT "C"
CUSTOMER RESPONSIBILITIES

The Customer agrees that its representatives will use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units, and maintaining compliance with relevant privacy and data protection laws. The Customer will agree to the prompt payment of any service fees due to Sentinel as stated in this Agreement.

The Customer agrees to notify Sentinel if Sentinel Equipment is lost, damaged or stolen.

EXHIBIT "D"

FEE TABLE

The fees that will be applicable for this program are:

SERVICES	RATE
OM500 GPS Tracking	\$3.72/unit/day

ON-SITE SPARE EQUIPMENT

Sentinel will provide the Customer with fifteen percent (15%) shelf stock for GPS Tracking devices at no additional cost. All on-site spare Sentinel Equipment in excess of the included percentage, not in service on participant offenders, will be billed a fee of \$2.02/unit/day.

MINIMUM MONTHLY INVOICE

Customer acknowledges that a minimum \$2,500.00/month will be invoiced, due and payable regardless of service utilization.

DELIVERABLES AND SERVICES INCLUDED AT NO ADDITIONAL COST:

- 24/7 Technical Support through our National Monitoring Center and Help Desk
- Automated Alert Notification via email and/or SMS text (Optional/Enhanced Monitoring Center alert triage may be additionally quoted for escalating/closed loop/voice calls to participant offenders and/or agency personnel)
- Sentinel personnel available to provide in-person and/or virtual/video court testimony in addition to any necessary documentation when requested
- Webinar Training as needed
- DNA Mobile App available for Android and iOS smartphones and tablets.
- Program Analytics including Event Detection for crime scene correlation review and Point Pattern Analysis (PPA) for individual participant tracking review
- Equipment Retrieval Dashboard to assist agency with managing equipment recovery efforts.

CONSUMABLES ALLOWANCE

- Up to eight (8) sets of pins, one (1) backplate, one (1) re-usable strap, per GPS unit per year. In the event of a charging cord failure, cords will be replaced at no cost upon return to Sentinel. All additional charging cords will be billed in accordance with the Consumable Fees table below.

TRAINING

- Initial training will be provided via webinar or video conference at no cost. Annual video conference training provided at no cost. Should on-site training be required, training costs will be billed at a rate of \$125.00 per hour.

CONSUMABLE FEES ABOVE THE INCLUDED ALLOWANCE:

SERVICES	RATE
OM500 GPS Charging Cord	\$45 per cord
OM500 GPS Strap	\$24 per strap
OM500 GPS Backplate	\$15 per backplate
OM500 GPS Pin Sets	\$25 for 50 sets

EXHIBIT "E"
POST-TERMINATION SERVICES

In the event that either party terminates this Agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all Services up until the expiration date of this Agreement, upon which it will be the Customer's responsibility to collect all Sentinel Equipment and supplies and return equipment and supplies to Sentinel.

Sentinel will not be responsible for the monitoring of any offender once the Agreement expiration date has passed. Any monitoring services after said date will have to be described in writing and consented to by both parties. Any fees associated with this holdover of services period will be due and payable in the same manner as all other fees collected.

EXHIBIT "F"
LOST, DAMAGED OR STOLEN EQUIPMENT SCHEDULE

If the Customer utilizes Sentinel's electronic monitoring services, it will assume the responsibility of properly maintaining the equipment in a functional manner and will be held liable for all lost, damaged or stolen equipment that exceeds five percent (5%) annually (based on the active participant count).

Sentinel shall maintain adequate inventory records of equipment shipped to the Customer. The Customer agrees to keep adequate shipping records of equipment sent to Sentinel's National Warehouse for repair. The Customer also agrees to reimburse Sentinel for all lost, damaged or stolen equipment during the term of this agreement beyond five percent (5%) at the rates listed below:

EQUIPMENT TYPE	REPLACEMENT COST
OM500 GPS Tracking Device	\$505.00

Normal shipping is ground delivery and is paid by Sentinel. Rush shipments, i.e., overnight/next day will be invoiced to the Customer for the additional shipping costs. The Customer will only be invoiced for the difference between ground shipping and overnight/next day.