



Dale County Commission

Commission Meeting Minutes – July 25, 2023

The Dale County Commission convened in a regular session Tuesday, July 25, 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 Wilson opened with prayer. Commissioner Grantham 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: add Memorandum of Understanding - EMA and SARCOA.

Memorandum of Warrants:

- Accounts Payable Check Numbers 96682 – 96793.
- Payroll Check Numbers: 154921 – 154923.
- Direct Deposit Check Numbers: 425534 - 425677.

Minutes: Commission Meeting of July 11, 2023.

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

APPROVED – PERSONNEL

Commissioner Enfinger made a motion to approve the following:

1. Gabriel Ring – Road & Bridge – Laborer IV – New Hire
2. Keisha Johnson – Probate – Chief Probate Clerk – Education completion

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

APPROVED - PERSONNEL TRAVEL

Commissioner Wilson made a motion to approve the following:

1. Sheriff – Adam Bruhn & Jimmy Peters – September 13-14, 2023 – Corrections Officers Jail Training – Prattville, AL - \$500.50

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

APPROVED – BOARD APPOINTMENTS – DALE COUNTY EXTENSION

Commissioner Wilson made a motion to approve the following board appointment for the Dale County Extension office: Melissa Voynich to serve in the capacity of secretary (non-interim) for a 4-year term starting August, 2023 to represent Extension ex-officio on the Ag-Plex Authority Place 4, Seat 1.

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

APPROVED – NOMINATIONS FOR COUNTY BD OF EQUALIZATION

Commissioner Wilson made a motion to approve a list of names with the final approval done by the State.

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

APPROVED – ACCA LEGISLATIVE COMMITTEE

Commissioner Carroll made a motion to approve Chairman Steve McKinnon to serve on the ACCA Legislative Committee for the Dale County Commission.

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

APPROVED – EMS QUARTERLY DISTRIBUTION – APRIL-JUNE, 2023

Commissioner Wilson made a motion to approve the quarterly EMS distribution for April-June, 2023. See Exhibit 1.

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

APPROVED – ARPA – SHERIFF OFFICE RENOVATION

Commissioner Grantham made a motion to approve an architectural construction agreement. See Exhibit 2.

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

APPROVED – AERIAL PHOTOGRAPHY SERVICE

Commissioner Carroll made a motion to approve an agreement with Eagleview for aerial photography services. See Exhibit 3.

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

APPROVED – REAPPRAISAL SERVICES

Commissioner Wilson made a motion to approve an agreement with Governmental Services Alabama, LLC for reappraisal services. See Exhibit 4.

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

APPROVED – SOFTWARE AGREEMENT – REVENUE & REAPPRAISAL

Commissioner Enfinger made a motion to approve Ingenuity, Inc. agreement amendments. Exhibit 5.

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

APPROVED – ARPA – IAC REVIEW

Commissioner Carroll made a motion to approve a review of an ARPA project for a Dale Medical Center parking lot.

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

APPROVED – MOU – EMA & SARCOA

Commissioner Wilson made a motion to approve a Memorandum of Understanding between Dale County Commission's EMA and SARCOA. See Exhibit 6.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, August 8, 2023, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Enfinger made a motion to adjourn the meeting. Commissioner Grantham 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

EMS FUNDS April - June, 2023 Tag Fee Distribution

ARITON	\$	3,394.00
DALEVILLE	\$	14,112.40
ECHO	\$	10,860.80
LEVEL PLAINS	\$	1,500.00
MARLEY MILLS	\$	11,195.85
OZARK EMS	\$	32,582.40

\$73,645.45

EMS Funding April - June, 2023

Exhibit 1

% OF FUNDS TO BE DISTRIBUTED (3% for Rev Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RESPONSE/CALLS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$ -	\$ 16,970.00	\$ 16,970.00	Ozark EMS	1483 / 1493	\$ 150,558.19	\$ 16,970.00	\$ -
				Daleville	330	\$ 61,723.00	\$ 14,112.40	
				Clayhatchee				
				Level Plains	contract w/ enterprise	\$ 1,500.00	\$ 1,500.00	
23%	\$ -	\$ 15,612.40	\$ 15,612.40			\$ 63,223.00	\$ 15,612.40	\$ -
				Arlton	61 / 71	\$ 4,292.62	\$ 3,394.00	
				Marley Mill *	54 / 54	\$ 11,379.96	\$ 11,195.85	
10%	\$ 7,801.85	\$ 6,788.00	\$ 14,589.85	* waiting on repair bill		\$ 15,672.58	\$ 14,589.85	\$ -
				Skipperville				
				Echo	233 / 237	\$ 20,718.20	\$ 10,860.80	
				Choctawhatchee				
				Ewil				
16%	\$ -	\$ 10,860.80	\$ 10,860.80			\$ 20,718.20	\$ 10,860.80	\$ -
				Newton (30%) Contract with Ozark Jan 23		see ozark	\$ 4,683.72	
				Pinckard (30%) Contract with Ozark Jan 23			\$ 4,683.72	
				Midland City (30%) Contract with Ozark Jan 23			\$ 4,683.72	
				Grimes (5%) Contract with Ozark Jan 23			\$ 780.62	
				Napier Field (5%) Contract with Ozark Jan 23			\$ 780.62	
23%	\$ -	\$ 15,612.40	\$ 15,612.40			\$ 0.00	\$ 15,612.40	\$ -
							\$ 73,645.45	\$ -

Total to distribute this period	\$ 65,843.60
Total carryover	\$ 7,801.85
Total	\$ 73,645.45

Total Funds for Current Quarter	\$ 67,880.00	3% for Rev Comm	\$ 2,036.40
Total qtr distribution	\$ 65,843.60		

Total to Pay Out:	\$ 73,645.45
Total Ending Balance:	\$ -
Total	\$ 73,645.45

Total to Pay Out:	\$ 73,645.45
Total Ending Balance:	\$ -
Total	\$ 73,645.45

RESOLUTION FOR THE ALLOCATION 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 elected 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 County may expend designated Revenue Replacement funds for government services, like improvements to County buildings; and

WHEREAS, the Dale County Commission ("Commission") has previously contracted with Poly, Inc. to perform preliminary design services and cost estimates for improvements to the Sheriff's Office (the "Project"); and

WHEREAS, based upon the work product from Poly, Inc., the Commission has determined is a necessary, reasonable, and proportionate measure to proceed with the Project; and

WHEREAS, the Commission desires to further engage Poly, Inc., to perform full architectural and design services to facilitate the Project; and

WHEREAS, the County has complied with all administrative requirements to engage Poly, Inc., pursuant to state law and federal guidelines relating to the expenditure of Revenue Replacement funds.

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

- 1) The County hereby allocates up to \$24,942.50 of its ARPA funds, designated as Revenue Replacement funds, to facilitate the government services set forth herein; to wit: costs to Poly, Inc. for preliminary and full design services needed to complete the Project.
- 2) The County hereby resolves to enter into a contract with Poly, Inc. for full design services of the Project in substantially the same form as attached hereto as Addendum 1.
- 3) Upon the execution of the funding agreement, the County Administrator is hereby authorized to expend ARPA funds for costs of the Project.
- 4) 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.
- 5) 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 25th day of July, 2023.


Steve McKinnon, Chairman



Attn: Mr. Steve McKinnon, Chairman
Dale County Commission
202 AL HWY 123
Ozark, AL 36360
334-774-6025
smckinnon552@yahoo.com

Re: Proposal for “For Construction” A/E Services for
Renovation of Dale County Sheriff’s Department

Date: July 10, 2023

Dear Mr. McKinnon,

Thank you for allowing POLY (Architect) to submit a proposal to provide “**For Construction**” Architectural/Engineering Services to You (Client). We are submitting our fee proposal describing the Scope of Work, Description of Services, and Compensation for your approval.

I. Scope of Work

The Architect understands the project as follows:

The Client intends to make interior improvements to the Dale County Sheriff’s Department. The Architect with the input of the Client has performed Preliminary Architectural Services to come up with an overall scope for the project. A Client-approved preliminary floor plan that defines the project scope has been created and is attached with this letter.

II. Description of Services

The following services will be provided by the Architect as part of his Basic Services:

1. Construction Document Phase
 - a. Prepare final drawings and specifications ready for construction based on the drawings drafted by the Architect which were previously approved by the Owner.
2. Procurement Phase
 - a. Develop and publish the Invitation for Bids.
 - b. Distribute Bid Documents.
 - c. Conduct Pre-bid Conference.
 - d. Issue appropriate Addendums.
 - e. Receive and open bids.
 - f. Tabulate Bids.
 - g. Prepare Construction Contract.

3. Construction Phase

- a. Observe and review the Contractor’s performance of the work.
- b. Respond to questions about the Contract Documents.
- c. Maintain a project record.
- d. Review shop drawings and submittals.
- e. Review Applications and Certifications for payment by the Contractor.
- f. Administer Contract Change Orders.
- g. On-Site Visits at appropriate times during construction.

Reimbursable Expenses

The following items are listed as Reimbursable Expenses should the Architect provide them:

- 1. Newspaper Advertisement Cost

Excluded Services

The following Services are excluded from the Architect’s Scope of Services but may be provided by the Architect as Supplemental Services with prior approval from the Owner:

- Furniture, Fixtures and Equipment (FF&E) Design
- Interior Finish Selection Boards

III. Compensation

POLY proposes compensation for the above mentioned services for the following amount:

Service	Fee
<u>Construction Document Phase Services</u>	\$ 15,000
<u>Procurement Phase Services</u>	\$ 2,500
<u>Construction Phase Services</u>	\$ 2,500
<u>Total A/E Fee:</u>	<u>\$ 20,000</u>

If you find this Proposal for Preliminary Architectural / Engineering Services acceptable, the Architect will forward an Owner/Architect Agreement to the Owner for review and signature.

Thank you for allowing us to submit this Proposal.

Sincerely,

Poly, Inc.

A handwritten signature in blue ink that reads "Clayton M. Wilks". The signature is written in a cursive, flowing style.

Clayton M. Wilks, AIA
Principal Architect
Poly, Inc.



DATE	DESCRIPTION

PROJECT NO.	101
PROJECT NAME	DALE COUNTY SHERIFFS DEPARTMENT
DATE	10/15/2010
DESIGNER	POLY, INC.
CLIENT	DALE COUNTY SHERIFFS DEPARTMENT
PROJECT LOCATION	101 S. MAIN ST., DALLAS, TX 75201
PROJECT NO.	101
PROJECT NAME	DALE COUNTY SHERIFFS DEPARTMENT
DATE	10/15/2010
DESIGNER	POLY, INC.
CLIENT	DALE COUNTY SHERIFFS DEPARTMENT
PROJECT LOCATION	101 S. MAIN ST., DALLAS, TX 75201

SHEET NO.	A-101
PROJECT NO.	3-47
PROJECT NAME	DALE COUNTY SHERIFFS DEPARTMENT
DATE	10/15/2010
DESIGNER	POLY, INC.
CLIENT	DALE COUNTY SHERIFFS DEPARTMENT
PROJECT LOCATION	101 S. MAIN ST., DALLAS, TX 75201

RENOVATION KEYNOTES:

NOTE: ALL KEYNOTES MAY NOT APPLY TO SHEET.

EXAMPLE

- CONSTRUCT NEW VESTIBULE WALLS AND CEILING ASSEMBLY. INSTALL BALLISTIC WALL PANELS BENEATH NEW GYPSUM WALL BOARD. EXTENTS INDICATED BY DASHED LINE. FINISH FLOOR TO 0'-0" F.F.
- INSTALL BALLISTIC ENTRY WINDOW AT RECEPTIONIST DESK AREA.
- REMOVE EXISTING WALL BASE AND GYPSUM WALL BOARD FROM FINISH FLOOR UP TO 7'-0".
- INSTALL BALLISTIC WALL PANELS FROM FINISH FLOOR UP TO 7'-0". INSTALL 1/2" GYPSUM WALL BOARD OVER EXISTING WALL BOARD. FINISH TO MATCH ADJACENT WALL SURFACES. INSTALL NEW WALL BASE. PAINT TO MATCH ADJACENT WALL SURFACES. REMOVE AND RE-INSTALL EXISTING WALL CABINET AS NEEDED TO COMPLETE WORK IN ROOM.
- CONSTRUCT NEW WALL. REFER TO WALL TYPES FOR ADDITIONAL INFORMATION ON WALL CONSTRUCTION.
- NEW PLUMBING FIXTURE. SEE PLUMBING PLAN.
- NEW TOILET ACCESSORIES. SEE ENLARGED PLAN.
- REMOVE EXISTING WALL AND CEILING. REPAIR AND RE-INSTALL EXISTING WALL AND CEILING.
- REMOVE EXISTING DOOR OPENING WITH WOOD STUDS AND 5/8" GYPSUM BOARD. MATCH WALL FINISH AND MOLDINGS OF ADJACENT WALL SURFACE. BOTH SIDES OF WALL SHALL BE FLUSH WITH ADJACENT SURFACE. WINDOW OPENING WITH STUDS, 1/2" PLYWOOD AND 1/2" GYPSUM WALL BOARD. PAINT OUTSIDE FACE OF STUDS AND PLYWOOD BLACK. MATCH INTERIOR WALL FINISH AND MOLDINGS OF ADJACENT WALL. EXISTING WINDOW TO REMAIN. REMOVE AND RE-INSTALL EXISTING CEILING GRID, TILES AND CEILING INSULATION AS REQUIRED TO COMPLETE WORK IN ROOM.
- INSTALL SHOWER, SINK AND TOILET IN RESTROOM. LOCATE NEW FIXTURES AS SHOWN ON ENLARGED PLAN. REPAIR AND RE-INSTALL EXISTING WALL AND CEILING.
- INSTALL BATHROOM ACCESSORIES AS INDICATED ON INTERIOR ELEVATIONS. ENTIRE CEILING.
- REMOVE ALL EXISTING ELECTRICAL OUTLET AT SINK.
- INSTALL GFCI ELECTRICAL OUTLET AT SINK.
- REMOVE ALL EXISTING HARDWARE FROM DOOR. SANDSTRIP DOOR AND FRAME TO BARE WOOD. PAINT DOOR AND FRAME. INSTALL NEW HARDWARE AS INDICATED ON DOOR SCHEDULE.
- PREPARE EXISTING FLOOR SLAB AND INSTALL NEW FLOORING AND WALL BASE IN ROOM. INSTALL WOOD FLOORING AND 5/8" GYPSUM BOARD ON EXISTING WALLS. SEE DETAIL WA-XXXX ADJACENT EXTERIOR WALL SURFACE.
- INSTALL DOOR IN EXISTING WALL. REFER TO DOOR SCHEDULE FOR ADDITIONAL INFORMATION.
- PAINTED TRIM AT JAMBS, HEAD AND SILL.
- REPAIR AND PAINT ALL EXISTING PLASTER TO REMAIN IN ROOM.
- REMOVE EXISTING WALL AND CEILING. REPAIR AND RE-INSTALL EXISTING WALL AND CEILING.
- WIDEN EXISTING DOOR OPENING TO ALLOW FOR A 36" DOOR WITH FRAME TO BE INSTALLED.
- PROVIDE NEW LAVATORY AND TOILET IN RESTROOM. LOCATE NEW FIXTURES AS SHOWN ON ENLARGED PLAN. REPAIR AND RE-INSTALL EXISTING WALL AND CEILING.
- REMOVE EXISTING WALL AND CEILING. REPAIR AND RE-INSTALL EXISTING WALL AND CEILING. RELOCATE PIPING AS REQUIRED. PATCH WALLS AS REQUIRED.
- PLANS. RELOCATE PIPING AS REQUIRED. PATCH WALLS AS REQUIRED.
- INSTALL NEW WALL TILE. REFER TO FINISH SCHEDULE.
- REMOVE EXISTING WALL AND CEILING. REPAIR AND RE-INSTALL EXISTING WALL AND CEILING.
- INSTALL NEW TOILET PARTITIONS IN RESTROOM.
- REMOVE AND RE-INSTALL EXISTING MINI-SPLIT SYSTEM AS REQUIRED TO COMPLETE WORK IN ROOM.
- REMOVE AND RE-INSTALL EXISTING SANDSTRIP DOOR FRAME TO BARE METAL. PRIME AND PAINT.
- INSTALL NEW DOOR AND FRAME. REFER TO DOOR SCHEDULE.

GENERAL RENOVATION NOTES:

- ALL NEW WALLS ARE CONSTRUCTED WITH 2x4 STUDS AT 16" ON CENTER WITH BLOCKING AT MID-HEIGHT. (1) LAYER OF 5/8" GYPSUM BOARD EACH SIDE OF BLOCKING.
- ALL PLUMBING WALLS AT BATHROOM TO RECEIVED MOISTURE RESISTANT GYPSUM BOARD.

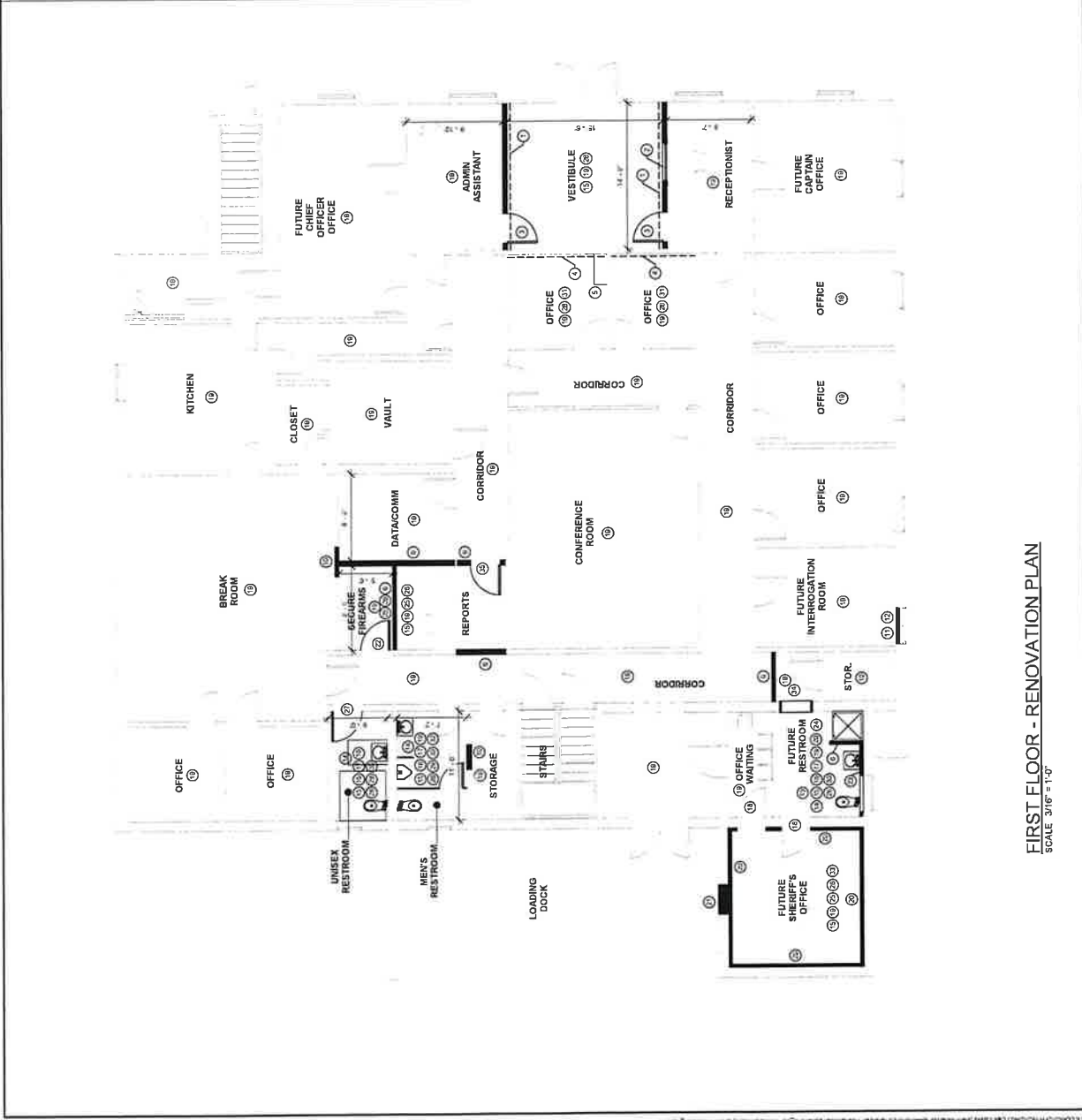
PLAN LEGEND

- WALL TYPE IDENTIFIER
- DIMENSION
- DOOR IDENTIFIER
- WINDOW TYPE
- INTERIOR ELEVATION REFERENCE
- ROOM IDENTIFIER
- GRID LINE IDENTIFIER

WALL TYPES

- INTERIOR WALL-NEW CONSTRUCTION
- EXISTING WALL
- MISCELLANEOUS
- CONTRACTOR INSTALLED ITEM
- FIRE EXTINGUISHER CABINET
- ELECTRIC WATER COOLER

SCALE: 3/16" = 1'-0"



FIRST FLOOR - RENOVATION PLAN
SCALE: 3/16" = 1'-0"


AIA® Document B105® – 2017
Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Dale County Commission
 202 AL HWY 123
 Ozark, AL 36360
 334-774-6025

and the Architect:
(Name, legal status, address and other information)

Poly, Inc.
 1935 Headland Avenue
 Dothan, AL 36303
 334-793-4700

for the following Project:
(Name, location and detailed description)

"For Construction" Architectural/Engineering Services for Renovation of Dale County Sheriff's Department
 Location: 113 West Reynolds Street, Ozark, AL

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

As described in the Proposal Letter dated July 10, 2023, which is adopted and incorporated as if set forth herein.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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User Notes:

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ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

As described in the Proposal Letter dated July 10, 2023.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus five percent (5 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest from the date payment is due at the rate of the Prime Interest Rate plus one percent (Prime + 1 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

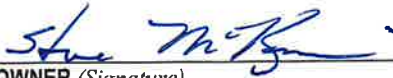
At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.


ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Exhibit A – ARPA Terms and Conditions is attached and shall be incorporated into the terms of this agreement.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
Steve McKinnon, Chairman
(Printed name and title)


ARCHITECT (Signature)
Clayton M. Wilks, Principal Architect
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:14:10 ET on 07/21/2023.

PAGE 1

AGREEMENT made as of the day of in the year 2023

...

Dale County Commission
202 AL HWY 123
Ozark, AL 36360
334-774-6025

...

Poly, Inc.
1935 Headland Avenue
Dothan, AL 36303
334-793-4700

...

"For Construction" Architectural/Engineering Services for Renovation of Dale County Sheriff's Department
Location: 113 West Reynolds Street, Ozark, AL

PAGE 2

As described in the Proposal Letter dated July 10, 2023, which is adopted and incorporated as if set forth herein.

PAGE 3

As described in the Proposal Letter dated July 10, 2023.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus five percent (5 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest from the date payment is due at the rate of the Prime Interest Rate plus one percent (Prime + 1 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the

extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

...

Exhibit A – ARPA Terms and Conditions is attached and shall be incorporated into the terms of this agreement.

...

Steve McKinnon, Chairman

Clayton M. Wilks, Principal Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Clayton M. Wilks, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:14:10 ET on 07/21/2023 under Order No. 2114410787 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

Clayton M. Wilks
(Signed)

Principal Architect
(Title)

7/21/23
(Dated)



CUSTOMER NAME: Dale County, AL
 CUSTOMER ADDRESS: 101 Court Square, Ozark, AL 36361
 CUSTOMER PHONE: 334-774-2226
 CUSTOMER E-MAIL: eoutlawl@centurytel.net

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. “Activation” means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



- 1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.
- 1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.
- 1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.
- 1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.
- 1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

- 2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.
- 2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:
- 2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.
- 2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.
- 2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. **Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. **Fees.** Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. **Pricing Changes.** EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. **Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. **Term.** The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER



WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.



9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.



9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Steve McKinney
Title: Chairman
Date: 07-25-23



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Six years

ORDER #
LC-10003404

BILL TO
Eleanor Outlaw, Revenue Commissioner
101 Court Square
Ozark, AL 36361
Email: coutlaw@centurytel.net ✓
Phone: 334-774-2226

SHIP TO
Eleanor Outlaw, Revenue Commissioner
101 Court Square
Ozark, AL 36361
Email: coutlaw@centurytel.net ✓
Phone: 334-774-2226

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1227137	KLamonds	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
217	EagleView Cloud - Imagery - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation. <ul style="list-style-type: none"> • GSD: 3in • Refresh Frequency: 3-Year Refresh • Certified Orthomosaic Upgrade: Yes • Start Year: 2024 • End Year: 2029
379	EagleView Cloud - Imagery - Additional Ortho	Provides entitlement to additional ortho only imagery refreshes at the GSD and frequency specified. <ul style="list-style-type: none"> • GSD: 6in • Refresh Frequency: 3-Year Refresh • Certified Orthomosaic Upgrade: Yes • Start Year: 2024 • End Year: 2029
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh (Transferred Deliverables). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud



		platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
*	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
30800	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <ul style="list-style-type: none"> Refresh Frequency: 3-Year Refresh
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare. Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$53,471.40
Due at First Anniversary of Initial Activation of Services	\$53,471.40
Due at Second Anniversary of Initial Activation of Services	\$53,471.40
Due at Third Anniversary of Initial Activation of Services	\$53,471.40
Due at Fourth Anniversary of Initial Activation of Services	\$53,471.40
Due at Fifth Anniversary of Initial Activation of Services	\$53,471.40

Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and



c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

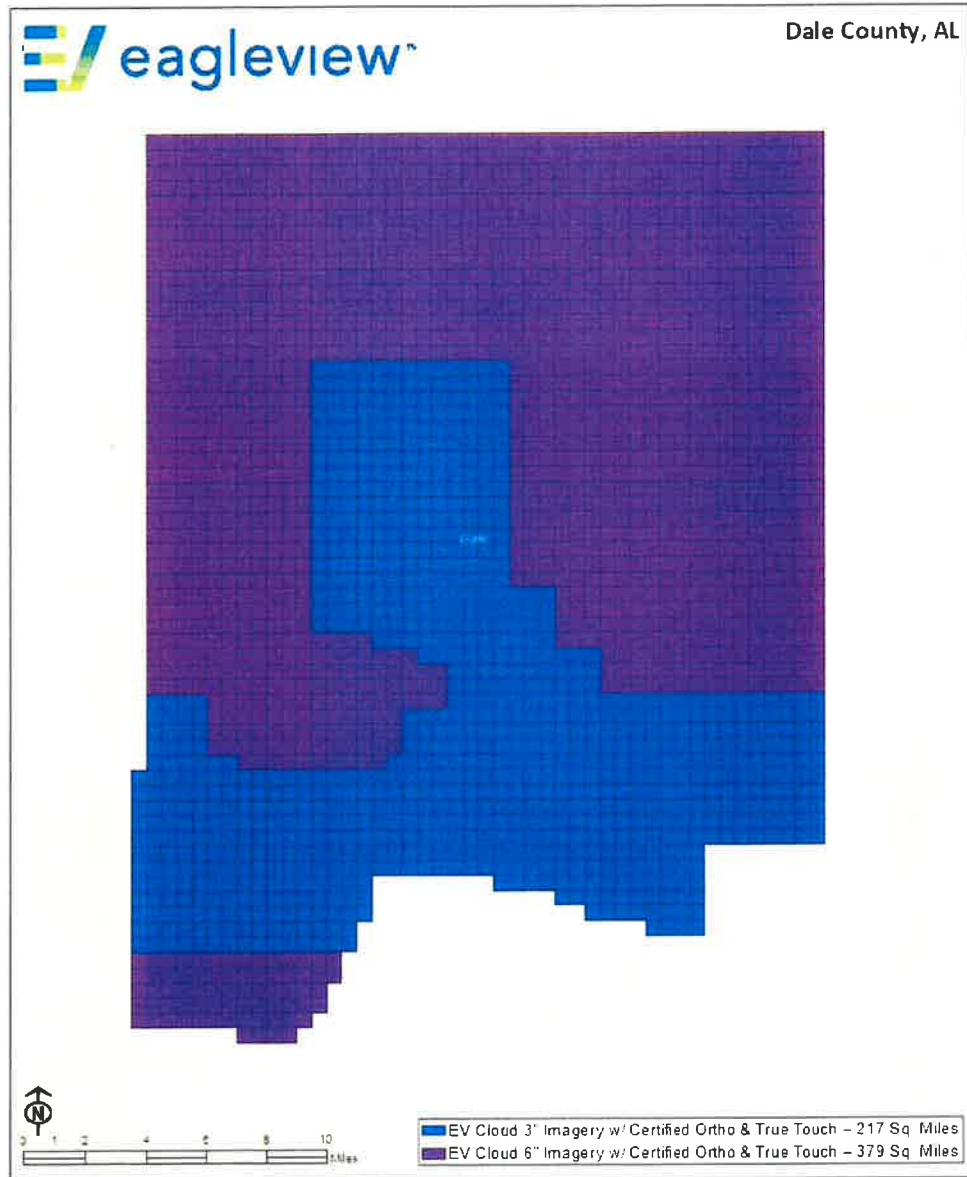
B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

TRANSFERRED DELIVERABLES

Customer shall own the offline copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Agreement (the “Transferred Deliverables”). Customer is free to use and reproduce copies of the Transferred Deliverables in any manner without any accounting to EagleView. EagleView shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView’s possession. EagleView is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView and are subject to the provisions of Section 2 of the Agreement.



AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

Name: _____

Title: _____

Date: _____

By: Steve McKinley

Name: Steve McKinley

Title: Chairman

Date: 07-25-23

**EXHIBIT B****SECURITY****1. Definitions.**

- 1.1 "**Controls Report**" means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 "**Critical Issue**" means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 "**Highly Sensitive Information**" means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 "**Security Incident**" means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 "**Subcontractor**" means a subcontractor of EagleView.

2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. **Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:
 - 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
 - 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
 - 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
 - 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:
 - 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
 - 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
 - 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
 - 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. **Vulnerability Management.** EagleView will:
 - 6.1 Maintain an asset management process covering hardware and software.
 - 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
 - 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
 - 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
 - 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
 - 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
 - 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
 - 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
 - 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

- 10. Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
- 11. Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.

**Government Services Alabama, L L C
Business Personal Property Processing Services Contract**

This contract made and entered into this 25th day of July, 2023, by and between Dale County, Alabama by and through its Governing Body, the Dale County Commission (hereinafter "County") the Dale County Revenue Commissioner (hereinafter "Assessing Official") and Government Services Alabama, LLC a corporation authorized to conduct business in Alabama, (hereinafter "GSA"), to assist the County Revenue Commissioner in the performance of business personal property processing compliance services as it relates to the taxpayers' returns and assessment of business personal property for ad valorem taxation.

Contractual services may begin upon full execution of this contract. Quarterly reports may be submitted to the Alabama Department of Revenue's Property Tax Division as it relates to the status of all assigned work.

SPECIAL PROVISIONS

WITNESSETH:

WHEREAS, the COUNTY and Assessing Official desire to obtain Business Personal Property Processing Services on the County's business personal property process as authorized by the Alabama General Statutes; and

WHEREAS, GSA agrees to provide said Business Personal Property Processing services for the County and Assessing Official pursuant to the charges, terms and conditions of this Contract; and

NOW, THEREFORE, in consideration of the promises mutually exchanged, the parties agree as follows:

1. SERVICES

- A. In accordance with the charges, terms and conditions contained in this Contract, GSA agrees to furnish business personal property processing and compliance review services for the taxpayers' business personal property tax returns filed with the Dale County Assessing Official.

- B.** The services provided by GSA will be performed in accordance with the terms and conditions provided by this Contract and in compliance with all applicable Alabama Property Tax Statutes, rules and regulations, the Alabama Personal Property Appraisal Manual, and specific County requirements. GSA agrees to perform Personal Property Processing Services in accordance with the Property Tax Plan for Equalization.
- C.** GSA will conduct all services related to the processing of Business Personal Property returns. This service will include data entry of returns filed with the Revenue Commissioner's Office, processing of returns filed over OPPAL, determination of economic life and market value of assets, analysis of returns to identify unusual differences in values reported year to year, and differences in values reported for similar businesses. GSA will add discoveries of new accounts to the database when provided by the county. GSA will conduct field review of businesses requested by the Assessing Official. The County will be responsible for any mailings of returns or correspondence to taxpayers.
- D.** It is expressly agreed by the parties that all work performed by GSA shall be under the supervision and control of the Assessing Official. The Assessing Official will coordinate with their CAMA vendor to provide GSA remote access to their computer system for all data entry and analysis functions. All correspondence in connection with business personal property services will be signed by the Assessing Official or by her authorized designee.
- E.** In order to assist in the data entry and analysis functions the County Assessing Official agrees to make available original or appropriate copies of the business personal property returns to GSA by mail or pickup by a GSA representative.
- F.** GSA will perform processing and analysis services at its home office or other designated location.
- G.** It is expressly understood by GSA that under the provisions of the Alabama General Statutes, it and its employees are subject to the State Confidentiality Statutes and the penalties contained therein and GSA agrees to abide by the Alabama Statutes concerning confidentiality of taxpayer records and shall hold the County harmless from any liability which may result from an action involving GSA or its employees or agents regarding confidentiality of taxpayer records.
- H.** GSA agrees that any appropriate designee of the County/Assessing Official may accompany GSA on any field inspections of a business, provided the county shall be responsible for the travel-related expenses of such county employee.
- I.** GSA agrees that no employee of the company will consult with or answer questions regarding any services being performed, except with authorized county officials, the Alabama Department of Revenue and the taxpayer/representative whose personal property tax return is being processed, unless otherwise directed to do so by the County Assessing Official.

- J.** If through any cause, GSA or the County fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this agreement, and such failure or violation continues for thirty (30) days after written notice thereof by a party, the party against which the violation has occurred shall thereupon have the right to terminate this agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the violating party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination all pending services shall be terminated unless specifically authorized to be continued by the county/assessing official. All fees for completed services shall be payable in accordance with the terms as provided by this Agreement.
- K.** It is expressly understood and agreed to by GSA and the County/Assessing Official that the processing services performed under this agreement represents an examination of data and materials, as might be contained in a taxpayer's business personal property tax return or other documents and a physical inspection of the taxpayers' business personal property when requested. Taxpayer returns will be returned to the county upon completion of data entry.
- L.** 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.

2. COST AND PAYMENT FOR PROCESSING SERVICES:

- A.** The Dale County/Assessing Official hereby authorizes GSA to provide Business Personal Property Tax Return processing services. **Fees for Business Personal Property Processing services shall be \$25,920 and may be adjusted in subsequent years based on numbers and complexity of returns filed.**
- B.** Unless otherwise provided for in this Agreement, the above fees include all cost associated with GSA's performance of services including, but not limited to, travel, food, lodging, mileage, salaries, employee benefits, and defending the processing of business personal property returns throughout any appeals process. The County/Assessing Official will be responsible for the cost of postage for handling any taxpayer related correspondence and the cost of providing GSA copies of County/Taxpayer Personal Property Tax records.
- C.** GSA shall invoice the County for applicable fees at the beginning of each month for review and approval by the County Assessing official. Invoiced fees will be due and payable within thirty (30) days from the billing date.
- D.** All Legal costs involving appeals resulting from a business personal property tax return valuation shall be the responsibility of the County. GSA will defend its processing services throughout any appeals process. Defense of processing services shall include personal appearances at meetings with taxpayers or their representatives, and providing testimony and evidence at all hearings before the County Assessing Official, and at any other appeal level concerning information related to the processing of business personal property tax returns.
- E.** If Dale County enters into a contract with GSA, the term of the contract shall begin October 1, 2023 and shall remain in effect for a period of twelve (12) months and may be renewed each year thereafter, contingent upon the county budgeting for services. The contract may be terminated by either party without cause upon thirty (30) days written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination, all pending services shall be terminated unless specifically authorized to be continued by the county/assessing official. All fees for completed services shall be payable in accordance with the terms as provided by this Agreement.

GENERAL PROVISIONS

1. **AUTHORITY TO CONTRACT:** The COUNTY and ASSESSING OFFICIAL's authority to contract for the service herein is authorized by the Alabama General Statutes.
2. **SERVICES:** All invoices shall be submitted by GSA to the COUNTY ASSESSING OFFICIAL with sufficient detail for Services verification.
3. **TERM OF THE AGREEMENT:** The initial term of this Agreement shall begin October 1, 2023 and shall remain in effect for a period of twelve (12) months*. After the initial term, this Agreement may continue upon renewal on an annual basis contingent upon the county budgeting for auditing services in subsequent years.
4. **CANCELLATION:** This Agreement may be terminated by either party without cause following the initial term, upon thirty (30) days written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination, all pending services shall be terminated unless specifically authorized to be continued by the county/assessing official. All fees for completed services shall be payable in accordance with the terms as provided by this Agreement.
5. **INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, GSA shall indemnify and hold harmless the County and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers or architects, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of GSA or its officials, employees or contractors under this Contract or under the Contracts entered into by GSA in connection with this contract. This indemnification shall survive the termination of this Agreement.
6. **NON-DISCRIMINATION:** GSA shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this contract. Nor shall any person be excluded from participation in, or be denied the benefits of this contract on the grounds of race, color, national origin, sex, age or disability.
7. **LAW CONTROLLING:** The laws of the state of Alabama shall control and govern this contract.
8. **NON-ASSIGNMENT:** This Agreement is not assignable by either party, by operation of law or otherwise, unless agreed upon by the non-assigning party.
9. **MODIFICATION:** This contract may be modified only by a written agreement executed by both parties hereto.
10. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement of the parties and no other agreement or modification to this contract, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This

Agreement may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this contract, attached to this contract, and signed by both parties.

11. **SEVERABILITY:** Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

12. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.

13. **NOTICES:** Any notices to be given or submitted by either party to the other pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

COUNTY:
Dale County Revenue Commissioner
Attn: Eleanor Outlaw
PO Box 267
Ozark, AL 36361
Copy to:
Dale County Commission
Attn: County Administrator
202 S. Highway 123 Suite C
Ozark, AL 36360

CONSULTANT:
Government Services Alabama, LLC
164 Willow Bend Dr.
Wetumpka, AL 36093

GS&A and County/Assessing Official can extend the contract term beyond twelve (12) months upon approval of all parties and contingent upon the county budgeting for auditing and compliance review services.

Executed and entered into by the parties hereto.

ACCEPTED:

Dale County, Alabama

ACCEPTED:

Government Services Alabama, LLC

AUTHORIZED SIGNATURE:


Steve McKinnon

AUTHORIZED SIGNATURE:


Bill Bass

TITLE: County Commission Chairman

TITLE: Owner/Manager

DATE: 07-25-23

DATE: _____

ATTEST BY: 
Cheryl Ganey
County Administrator

ATTEST BY: _____
TITLE: _____

COUNTY (SEAL)

APPROVED: (IF NECESSARY)

APPROVED: (IF NECESSARY)

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



**Statement of Work – 01
Amendment 1**

This Amendment (“Amendment 1”), dated August 1, 2023, revises Statement of Work – 01 between the Dale County Commission (“Dale County”) and Ingenuity, Inc. (“Ingenuity”) dated August 1, 2019 (“SOW – 01”). SOW – 01 is incorporated within the Master Agreement (“Agreement”) between Dale County and Ingenuity also dated August 1, 2019.

Dale County and Ingenuity agree to amend SOW – 01 as follows:

The End Date is changed to September 30, 2026 and will be automatically extended in two-year increments unless terminated in writing by either party at least sixty (60) days in advance of the End Date applicable at that time.

The Annual Fee will continue to be \$28,500 from October 1, 2023 through September 31, 2026.

All of the other details included in SOW – 01 will remain unchanged.

IN WITNESS WHEREOF, the parties have entered into this Amendment 1 as of the day and year first above written.

Dale County Commission

Signature: 

By: Steve Mckinnon

Title: Chairman

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President



**Statement of Work – 02
Amendment 1**

This Amendment (“Amendment 1”), dated August 1, 2023, revises Statement of Work – 02 between the Dale County Commission (“Dale County”) and Ingenuity, Inc. (“Ingenuity”) dated August 1, 2019 (“SOW – 02”). SOW – 02 is incorporated within the Master Agreement (“Agreement”) between Dale County and Ingenuity also dated August 1, 2019.

Dale County and Ingenuity agree to amend SOW – 02 as follows:

The End Date is changed to September 30, 2026 and will be automatically extended in two-year increments unless terminated in writing by either party at least sixty (60) days in advance of the End Date applicable at that time.

The Annual Fees will continue to be \$34,560 for the Mapping/Appraisal Module related Services, as well as \$10,800 for the Assessment/Collection Module related Services, through September 30, 2024. The Annual Fees will be \$37,200 for the Mapping/Appraisal Module related Services and an additional \$10,800 for the Assessment/Collection Module related Services from October 1, 2024 through September 30, 2025. The Annual Fees will be \$40,200 for the Mapping/Appraisal Module related Services and an additional \$10,800 for the Assessment/Collection Module related Services from October 1, 2025 through September 30, 2026.

All of the other details included in SOW – 02 will remain unchanged.

IN WITNESS WHEREOF, the parties have entered into this Amendment 1 as of the day and year first above written.

Dale County Commission

Ingenuity, Inc.

Signature: Steve Mckinnon

Signature: _____

By: Steve Mckinnon

By: Rick A. Hayes

Title: Chairman

Title: President

MEMORANDUM OF UNDERSTANDING (MOU)
between
SOUTHERN ALABAMA REGIONAL COUNCIL ON AGING (SARCOA)
and
Dale County Emergency Management Agency

I. Mission

As an Area Agency on Aging, SARCOA provides information, resources and services which promote independence for seniors, disabled individuals and caregivers.

II. Purpose

The purpose of this MOU is to facilitate the protection of vulnerable older adults during a disaster or emergency event through the sharing of information, data, resources and/or personnel. SARCOA is available to provide information and assistance to elderly and disabled individuals clients in need of assistance during an emergency.

III. Term

The term of this MOU is from this date forward. It shall be reviewed at least every three years to ensure that it is fulfilling its purpose and to make any necessary revisions. Either organization may terminate this MOU upon written notification of 10 days.

IV. Authorization

There will be no compensation for the above described activities.

WHEREAS, pursuant to the commitment between Dale County Emergency Management Agency and SARCOA, this Memorandum of Understanding is executed outlining the purpose and type of commitments and responsibilities that will be provided by Dale County Emergency Management Agency and SARCOA.

IN WITNESS WHEREOF the undersigned have executed this Memorandum of Understanding.

Dale County Emergency Management Agency

Southern Alabama Regional Council on Aging

Signature Willie Worsham
Name WILLIE T. WORSHAM
Title DALE COUNTY EMERGENCY MANAGER
Date 24 Jul 2023

Signature Kimberly Falkner
Name Kimberly Falkner
Title Executive Director
Date 7/17/23