

# ***Dale County Commission***

**Commission Meeting Minutes - September 11, 2018 & September 18, 2018**

The Dale County Commission convened in a regular session Tuesday September 11, 2018. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:30 am. Commissioner Wilson opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

## **APPROVED – APPROVAL OF AGENDA**

Commissioner McKinnon made a motion to approve the agenda, adding a Department of Youth Services agreement.

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

## **APPROVED – MEMORANDUM OF WARRANTS**

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

- Accounts Payable Check Numbers 81162-81294.
- Payroll Check Numbers: 154497-154499.
- Direct Deposit Check Numbers: 28354-28491.

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

## **APPROVED – AUGUST 28, 2018 MINUTES**

Commissioner Wilson made a motion to approve the Minutes of the Commission Meeting on August 28, 2018.

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

## **APPROVED – ANNUAL BIDS – ROAD & BRIDGE**

Commissioner Carroll made a motion to approve the annual bids for the Road and Bridge department. See Exhibit 1.

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

**TABLED - BID - CO RD 16 PAVING**

After the opening of the bids, Commissioner McKinnon made a motion to table the award of the contract for paving of County Road 16.

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

**APPROVED – CIMS SYSTEM LICENSE AGREEMENT**

Commissioner McKinnon made a motion to approve the CIMS System License Agreement for the Road and Bridge department. See Exhibit 2.

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

**APPROVED – BOARD APPOINTMENT**

Commissioner Gary made a motion to approve Mr. Jon Stuckey to the Dothan-Houston County Airport Authority board.

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

**APPROVED – IN-HOME SERVICE CONTRACT**

Commissioner Wilson made a motion to approve the In-Home Service Program contract. See Exhibit 3.

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

**APPROVED – HOLIDAY SCHEDULE - 2018**

Commissioner McKinnon made a motion to approve the Holiday Schedule for the remaining months of 2018. See Exhibit 4.

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

**APPROVED – OZARK-DALE COUNTY E-911 BOARD AGREEMENT**

Commissioner Gary made a motion to approve the Ozark-Dale County E-911 Board Agreement. See Exhibit 5.

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

**APPROVED – JOB POSITION – ROAD & BRIDGE**

Commissioner Carroll made a motion to approve the position of Assistant Road & Bridge Supervisor in the Road and Bridge department. See Exhibit 6.

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

**APPROVED – PERSONNEL**

Commissioner Gary made a motion to approve the following:

1. Cheryl Sanchez – New Hire – Correctional Officer.
2. Mitchell Barnhill – Promotion – temporary to full-time – Correctional Officer.
3. Judith Ferguson – New Hire – Custodian.

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

**APPROVED – DEPARTMENT OF YOUTH SERVICE CONTRACT**

Commissioner McKinnon made a motion to approve the Department of Youth Services contract. See Exhibit 7.

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

**ANNOUNCEMENT – MEETING CONTINUED**

Commissioner McKinnon made a motion that this meeting of the Dale County Commission be continued until Tuesday September 18, 2018 at 10:00 a.m. for further discussion of the 2018-2019 Budget.

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

**Commission Meeting Minutes - September 18, 2018**

The Dale County Commission convened in a continued meeting from September 11, 2018 on Tuesday September 18, 2018. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Chairman Blankenship called the meeting to order at 10:00 am.

There was discussion regarding the 2018-2019 Budget for the Dale County Commission. No vote was taken.


**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday September 25, 2018 at 10:00 a.m.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

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

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



---

**Mark Blankenship, Commission Chairman**

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018  
To: Dale County Commission  
From: Derek Brewer  
County Engineer  
Re: Crushed Stone Bid (Limestone)

After a careful review of the bid, it is the recommendation of the Dale County Engineering Department to award the crushed stone bid as follows:

FOB Dale County Pit:  
(Delivered)

Johnston Trucking, LLC  
2910 Hwy 231 South  
Brundidge, AL 36010

FOB Quarry:  
(Picked-up)

Vulcan Materials  
P.O. Box 385016  
Birmingham, AL 35238-5016

ACG Materials  
5160 Vermont Road  
Marianna, FL 32448

### AGGREGATE PICKED UP (LIMESTONE)

	Vulcan Materials	Johnston Trucking, LLC	ACG Materials	Martin Marietta	Stephens Const.
DESCRIPTION	Pick up Price Per Ton	Pick up Price Per Ton	Pick up Price Per Ton	Pick up Price Per Ton	Pick up Price Per Ton
Class I	\$18.00	No Bid	\$15.75	\$23.50	No Bid
Class II	\$18.00	No Bid	\$16.80	\$23.50	No Bid
Class III	\$20.00	No Bid	\$17.80	\$24.50	No Bid
5-50 lbs.	\$18.00	No Bid	No Bid	No Bid	No Bid
3x6 Gabion	\$18.00	No Bid	\$14.60	No Bid	No Bid
No. 24	\$14.50	No Bid	No Bid	No Bid	No Bid
No. 4	\$14.50	No Bid	\$13.75		No Bid
No. 467	\$14.50	No Bid	No Bid		No Bid
No. 5	\$14.50	No Bid	No Bid	No Bid	No Bid
No. 57	\$14.50	No Bid	\$13.75		No Bid
No. 6	\$15.00	No Bid	No Bid	No Bid	No Bid
No. 67	\$15.00	No Bid	\$14.20	No Bid	No Bid
No. 7	\$15.00	No Bid	No Bid	No Bid	No Bid
No. 78	\$15.00	No Bid	\$14.75	No Bid	No Bid
No. 89	\$15.00	No Bid	\$14.70	No Bid	No Bid
No. 8910	\$14.50	No Bid	No Bid	\$16.50	No Bid
825A Dense Grade	\$12.75	No Bid	\$12.00	No Bid	No Bid
825B Dense Grade	\$12.75	No Bid	\$12.00	\$17.00	No Bid

## AGGREGATE DELIVERED (LIMESTONE)

	Vulcan Materials	Johnston Trucking, LLC	ACG Materials	Martin Marietta	Stephens Const.
DESCRIPTION	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Class I	No Bid	\$39.00	No Bid	No Bid	No Bid
Class II	No Bid	\$40.00	No Bid	No Bid	No Bid
Class III	No Bid	\$40.00	No Bid	No Bid	No Bid
5-50 lbs.	No Bid	No Bid	No Bid	No Bid	No Bid
3x6 Gabion	No Bid	\$37.00	No Bid	No Bid	No Bid
No. 24	No Bid	\$36.50	No Bid	No Bid	No Bid
No. 4	No Bid	\$29.25	No Bid	No Bid	No Bid
No. 467	No Bid	\$29.25	No Bid	No Bid	No Bid
No. 5	No Bid	\$36.50	No Bid	No Bid	No Bid
No. 57	No Bid	\$29.75	No Bid	No Bid	No Bid
No. 6	No Bid	\$37.00	No Bid	No Bid	No Bid
No. 67	No Bid	\$37.00	No Bid	No Bid	No Bid
No. 7	No Bid	\$37.00	No Bid	No Bid	No Bid
No. 78	No Bid	\$31.25	No Bid	No Bid	No Bid
No. 89	No Bid	\$31.25	No Bid	No Bid	No Bid
No. 8910	No Bid	\$28.28	No Bid	No Bid	No Bid
825A Dense Grade	No Bid	\$27.25	No Bid	No Bid	No Bid
825B Dense Grade	No Bid	\$27.25	No Bid	No Bid	No Bid

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Traffic Signs Bid

After a careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the traffic sign bid as follows:

**Traffic Signs:** Vulcan Signs  
P.O. Box 1850  
Foley, AL 36536-1850

**Sign Posts:** Vulcan Signs  
P.O. Box 1850  
Foley, AL 36536-1850

**Square Tubing:** Vulcan Signs  
P.O. Box 1850  
Foley, AL 36536-1850

See attached sheet for breakdown of individual items



**TRAFFIC SIGNS**

DESCRIPTION	Vulcan Signs Per Sign	Osburn Associates, Inc Per Sign	Traffic Signs Per Sign	G & C Supply Per Sign
<b>HIGH INTENSITY:</b>				
Stop 30x30	\$27.70	\$36.13	No Bid	No Bid
Stop 36x36	\$39.58	\$52.02	No Bid	No Bid
Stop Ahead 30x30	\$30.40	\$39.25	No Bid	No Bid
Stop Ahead 36x36	\$43.12	\$56.52	No Bid	No Bid
Chevrons 18x24	\$13.98	\$18.84	No Bid	No Bid
Speed Limit 24x30	\$23.30	\$31.40	No Bid	No Bid
County Route Marker 24x24	\$23.70	\$26.69	No Bid	No Bid
Double Arrow 21x15	\$10.55	\$13.69	No Bid	No Bid
Double Large Arrow 48x24	\$37.28	\$50.24	No Bid	No Bid
Right Curve 30x30	\$29.13	\$39.25	No Bid	No Bid
<b>HIGH INTENSITY (SHEETING ONLY):</b>				
Stop 30x30	\$12.50	\$8.00	No Bid	No Bid
Stop 36x36	\$18.00	\$11.52	No Bid	No Bid
Stop Ahead 30x30	\$18.63	\$8.00	No Bid	No Bid
Stop Ahead 36x36	\$23.31	\$11.52	No Bid	No Bid
Chevrons 18x24	\$6.00	\$3.84	No Bid	No Bid
Speed Limit 24x30	\$10.00	\$6.40	No Bid	No Bid
County Route Marker 24x24	\$8.00	\$5.12	No Bid	No Bid
Double Arrow 21x15	\$4.39	\$2.79	No Bid	No Bid
Double Large Arrow 48x24	\$16.00	\$10.24	No Bid	No Bid
Right Curve 30x30	\$12.50	\$8.00	No Bid	No Bid

Vulcan Signs has a freight charge for orders under \$ 500.00

**SIGN POSTS AND SQUARE TUBING**

DESCRIPTION	Vulcan Signs	Osburn Associates, Inc	G & C Supply	Custom Products Corp
	Per Sign	Per Sign	Per Sign	Per Sign
<b>SIGN POSTS:</b>				
12' X 3lb U-Channel Galvanized	per 50 \$1,952.00	No Bid	No Bid	No Bid
10' x 3lb U-Channel Galvanized	per 50 \$1,626.50	No Bid	No Bid	No Bid
<b>OPEN HOLE SQUARE TUBING:</b>				
2" x 2" (14 gauge) x 12'	per 25 \$977.75	No Bid	No Bid	No Bid
2" x 2" (14 gauge ) x 10'	per 25 \$815.75	No Bid	No Bid	No Bid
36" Anchors	per 25 \$318.75	No Bid	No Bid	No Bid
30" anchors	per 25 \$271.50	No Bid	No Bid	No Bid
Corner bolts w/nuts	per 100 \$62.00	No Bid	No Bid	No Bid
	per 250 \$155.00	No Bid	No Bid	No Bid
	per 1000 \$620.00	No Bid	No Bid	No Bid
Drive rivets w/nylon washers	per 100 \$60.00	No Bid	No Bid	No Bid
	per 250 \$150.00	No Bid	No Bid	No Bid
	per 1000 \$600.00	No Bid	No Bid	No Bid

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Hot Asphalt Plant Mix Bid

After a careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the hot asphalt plant mix bid to:

Wiregrass Construction Company, Inc.  
P. O. Box 48  
Ariton, AL 36311

**HOT MIX ASPHALT**

501-1000 Tons	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Mid-South Paving, Inc.	Wiregrass Construction Company	Wiregrass Construction Company	Wiregrass Construction Company
<b>DESCRIPTION</b>	0-100 Price Per Ton	101-500 Price Per Ton	501-1000 Price Per Ton	0-100 Price Per Ton	101-500 Price Per Ton	501-1000 Price Per Ton
Hot Asphalt Plant Mix 424A-341 (FOB Plant)	\$78.00	\$78.00	\$78.00	\$70.00	\$70.00	\$70.00
Hot Asphalt Plant Mix 424A-341 (new paving)	\$240.00	\$140.00	\$125.00	\$140.00	\$105.00	\$102.00
Hot Asphalt Plant Mix 424A-341	\$230.00	\$140.00	\$125.00	\$140.00	\$103.00	\$94.00
Hot Asphalt Plant Mix 424A-346	\$240.00	\$150.00	\$125.00	\$140.00	\$103.00	\$94.00
Hot Asphalt Plant Mix 424B-641	\$315.00	\$235.00	\$200.00	\$160.00	\$149.00	\$138.00

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Fuel Bid

After a careful review of the bid, it is the recommendation of the Dale County Engineering Department to award the fuel bid to:

May's Distributing Company, Inc.  
2937 North US Hwy. 231  
Ozark, Alabama 36360



May's Distributing Co., Inc.  
2937 North US Hwy. 231  
Ozark, Alabama 36360

June 27, 2018

To Dale County Road & Bridge Dept.,

May's Distributing Co., Inc. would like to extend our contract with Dale Co. Road & Bridge for another 12 months at the same margin.

Thank you for your business.

Sincerely,

Red Piper  
Sales Representative  
May's Distributing Co., Inc.

FUEL

RENEWAL			
DESCRIPTION	May's Distributing Co, Inc.	Home Oil Company	Davis Oil Company
All Grades Unleaded Gasoline	\$0.0692		
Ultra Low Sulfur Diesel Fuel (w/o additive)	\$0.0726		

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Emulsified Asphalt (CRS-2)

After a careful review of the bid, it is the recommendation of the Dale County Engineering Department to award the emulsified asphalt (CRS-2) bid to:

Hunt Refining Company  
P.O. Box 038995  
Tuscaloosa, AL 35403-8995



**CRS2 ASPHALT**

	Blacklidge Emulsions	Ergon Asphalt & Emulsion, Inc.	Hunt Refining Co.
<b>DESCRIPTION</b>			
Price per gallon	2,2600	1,8400	1,7047
Shipment within days after order has been placed	2	1	1

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Concrete Pipe Bid

After a careful review of the bid, it is the recommendation of the Dale County Engineering Department to award the concrete pipe bid to:

Foley Products Co.  
P.O. Box 2447  
Columbus, GA 31902

SEE ATTACHED SHEET FOR BREAKDOWN OF INDIVIDUAL PIPE

CONCRETE PIPE

DESCRIPTION	Foley Products Company	Alabama Pipe & Supply	Falling Farms DBA Harvey Culvert	Southern Pipe & Supply	McCartney Const. Company
<b>CLASS 3 REINFORCED CONC. PIPE:</b>					
12	\$13.28	No Bid	No Bid	No Bid	No Bid
15	\$11.78	No Bid	No Bid	No Bid	No Bid
18	\$14.25	No Bid	No Bid	No Bid	No Bid
24	\$21.18	No Bid	No Bid	No Bid	No Bid
30	\$30.42	No Bid	No Bid	No Bid	No Bid
36	\$39.85	No Bid	No Bid	No Bid	No Bid
42	\$53.03	No Bid	No Bid	No Bid	No Bid
48	\$69.30	No Bid	No Bid	No Bid	No Bid
54	\$105.00	No Bid	No Bid	No Bid	No Bid
60	\$120.00	No Bid	No Bid	No Bid	No Bid
<b>CLASS 3 REINFORCED CONC. BEVELED ENDS:</b>					
12	No Bid	No Bid	No Bid	No Bid	No Bid
15	No Bid	No Bid	No Bid	No Bid	No Bid
18	No Bid	No Bid	No Bid	No Bid	No Bid
24	No Bid	No Bid	No Bid	No Bid	No Bid
30	No Bid	No Bid	No Bid	No Bid	No Bid
36	No Bid	No Bid	No Bid	No Bid	No Bid
42	No Bid	No Bid	No Bid	No Bid	No Bid
48	No Bid	No Bid	No Bid	No Bid	No Bid
54	No Bid	No Bid	No Bid	No Bid	No Bid
<b>EQUIVALENT CLASS 3 ARCH CONC PIPE:</b>					
12	No Bid	No Bid	No Bid	No Bid	No Bid
15	\$19.20	No Bid	No Bid	No Bid	No Bid
18	\$21.70	No Bid	No Bid	No Bid	No Bid
24	\$30.74	No Bid	No Bid	No Bid	No Bid
30	\$43.57	No Bid	No Bid	No Bid	No Bid
36	\$59.86	No Bid	No Bid	No Bid	No Bid
42	\$78.65	No Bid	No Bid	No Bid	No Bid
48	\$93.56	No Bid	No Bid	No Bid	No Bid
54	\$124.00	No Bid	No Bid	No Bid	No Bid
60	\$155.00	No Bid	No Bid	No Bid	No Bid
PIPE WRAP (Per 2' x 300' Roll)	\$97.00	No Bid	No Bid	No Bid	No Bid

\*Minimum load size 12 tons  
 \*Orders less than 12 tons will incur a \$300.00 small load fee

# Dale County Road and Bridge

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

Telephone (334) 774-5875  
Fax (334) 774-6899

**Derek S. Brewer, P.E.**  
County Engineer  
**Drew Meacham, E.I.**  
Assistant Engineer

## MEMORANDUM

Date: September 11, 2018

To: Dale County Commission

From: Derek Brewer  
County Engineer

Re: Chip Seal Bid

After a careful review of the bid, it is the recommendation of the Dale County Engineering Department to award the chip seal bid to:

S & C Materials & Paving, Inc.  
12318 U.S. Highway 231  
Troy, AL 36081

**CHIP SEAL PAVING**

DESCRIPTION		S & C Materials & Paving, Inc.	Wiregrass Construction Co	Charles E. Watts, Inc.	Midsouth Paving, Inc.
	SYCIP	SYCIP	SYCIP	SYCIP	SYCIP
<b>OVER 20,000:</b>					
Bituminous "G" Treatment (limestone w/polymer)	401B-108	\$1.80	No Bid	No Bid	No Bid
Bituminous "G" Treatment (granite or slag w/polymer)	401B-108	\$1.85	No Bid	No Bid	No Bid
Bituminous "JG" Treatment (limestone w/polymer)	401B-106	\$3.05	No Bid	No Bid	No Bid
Bituminous "JG" Treatment (granite or slag w/polymer)	401B-106	\$3.15	No Bid	No Bid	No Bid
Bituminous "D" Treatment (limestone w/polymer)	401B-117	\$1.65	No Bid	No Bid	No Bid
Bituminous "D" Treatment (granite or slag w/polymer)	401B-117	\$1.70	No Bid	No Bid	No Bid

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

THIS AGREEMENT is entered into as of October 1, 2018 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Danny Floyd, [dlfloyd@dcs-dcs.com](mailto:dlfloyd@dcs-dcs.com) ("DCS"), and Dale County Engineer's Office, a governmental entity with its principal office located at 202 South Highway 123, Suite A, Ozark, Alabama 36360, Telephone: (334) 774-5875, Facsimile: (334) 774-6899, Contact: Derek S. Brewer, County Engineer ("Licensee").

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

16. **Subscription Term.** The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2019. This Agreement is subject to earlier termination as otherwise provided herein.

17. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

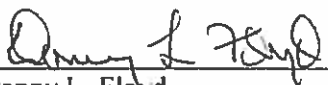
25. **Export Laws.** For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with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

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

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

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

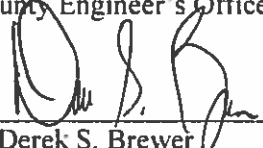
Diversified Computer Services, L.L.C.

By:   
Danny L. Floyd

Date: 08/30/18

Title: Owner

Dale County Engineer's Office

By:   
Derek S. Brewer

Date: 9-11-18

Title: County Engineer

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

**EXHIBIT A  
PRODUCT AND PRICE LIST**

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

2. Primary User/Copies.

User	Copies
Dale County Engineer's Office	Unlimited

3. Expansion User(s)/Copies.

User	Copies
	Unlimited

4. Standard Modules.

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

5. Expansion Modules.

Module	Monthly Fee	Selected
GIS	\$100	Yes
Solid Waste	\$150	No

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

Description	Monthly Fee
Primary User – Standard Modules	\$650
Expansion User – Standard Modules	\$0
Expansion Modules – GIS	\$100
<b>Total Monthly Fee</b>	<b>\$750</b>

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

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

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

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

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

EXHIBIT B  
TECHNICAL SUPPORT TERMS

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

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

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

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

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

**EXHIBIT C**  
**CUSTOMIZATION AND IMPLEMENTATION TERMS**

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

1. **Definitions.** Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. **Customization and Implementation Services.** DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. **Fees for T&M Services.** Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rate for such services shall be DCS's current standard hourly rate (**\$95**) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. **Services Warranty.** DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.



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

**EXHIBIT D  
BUSINESS SERVICES TERMS**

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

1. **CIMS Mobile Application.** Licensee \_\_\_\_\_ does or  does not elect to subscribe to the CIMS Mobile Application for the fiscal year 2019. There shall be an initial one-time setup/install fee of \$500. A recurring monthly fee shall be dependent on the number of licensed users.

Licensee elects to have the above referenced one-time setup/install fee of \$500 invoiced in the following manner (please select one):

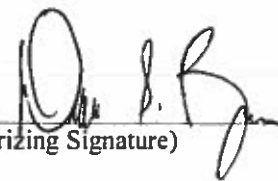
\_\_\_\_\_ (1) by including it with the next month's CIMS invoice; or

\_\_\_\_\_ (2) by invoicing it separately.

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

Select	# of Users	Monthly Fee
<input type="checkbox"/>	1-5	\$50
<input type="checkbox"/>	6-10	\$75
<input type="checkbox"/>	11-25	\$100
<input type="checkbox"/>	26-50	\$125
<input type="checkbox"/>	50-100	\$150

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

  
\_\_\_\_\_  
(Authorizing Signature)

9-11-18  
\_\_\_\_\_  
(Date)

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

**CIMS MOBILE APPLICATION**  
**USER ACCOUNT INFORMATION**

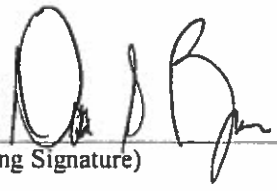
Name	Phone	Email	Username	Password

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

2. **CIMS Cloud Backup.** Licensee \_\_\_\_\_ does or X does not elect to subscribe to the CIMS Cloud Backup for the fiscal year 2019. A recurring monthly fee of \$25 will be charged for up to 50GB of Cloud Backup storage for offsite CIMS data only backup.

Licensee elects to have the above referenced recurring monthly fee of \$25 invoiced in the following manner (please select one):

- \_\_\_\_\_ (1) by including it with each month's CIMS invoice; or  
\_\_\_\_\_ (2) by invoicing the entire annual balance one time separately.



\_\_\_\_\_  
(Authorizing Signature)

9-11-18

\_\_\_\_\_  
(Date)

**CONTRACT RENEWAL AND AMENDMENT TO ADMINISTER AND OPERATE  
THE IN-HOME SERVICE PROGRAM**

The Southern Alabama Regional Council on Aging (SARCOA) has contracted with the DALE COUNTY COMMISSION to provide in-home service related services. The contract commenced on October 1, 2016 and expires on September 30, 2017. As stipulated in Article IX of the contract "upon written mutual consent, this contract may be renewed for two one-year terms." The Southern Alabama Regional Council on Aging wishes to exercise this stipulation allowing for renewal. Now therefore the Agreement shall be renewed for one additional year, beginning October 1, 2018 and ending September 30, 2019. It further requests that the contractor acknowledge its agreement for renewal, by affixing the signature of an authorized agent of the contractor to this renewal agreement.

The terms for this renewal shall remain as stated in the original contract with the exception of the following amendments:

**Article III – Financial Requirements**

**Addition:** J. Setoff or Recoupment. Notwithstanding any other provisions elsewhere within this agreement, SARCOA shall have the right, at any time and in its sole discretion, to effectuate a setoff or recoupment of any debt owing by SARCOA to the Contractor against any claim that SARCOA has against the Contractor, including without limitation, claims based on services not provided in accordance with any provision of this agreement, failure to provide services, or violation of any law, regulation, or ordinance, whether federal, state, or local.

**Article XI – Termination for Cause**

**Current:** If the Contractor violates any provision contained herein or fails to comply in a timely and proper manner with any requirement of this agreement, SARCOA at its sole discretion shall have the right to terminate this agreement by issuing a thirty day notice to the Contractor stating SARCOA's intention to terminate and the cause for termination. Upon such termination, the Contractor shall be entitled to fair and equitable compensation for services rendered as determined in Article XIV previously.

**Change:** If the Contractor violates any provision contained herein or fails to comply in a timely and proper manner with any requirement of this agreement, SARCOA at its sole discretion shall have the right to terminate this agreement by issuing a thirty day notice to the Contractor stating SARCOA's intention to terminate and the cause for termination. Upon such termination, the Contractor shall be entitled to fair and equitable compensation for services rendered as determined in Article X above.

**Addition:** Paragraph 2. Notwithstanding the provisions of Articles X and XI and of any other provisions elsewhere within this agreement, if SARCOA determines that the Contractor has violated or is in violation of any law, regulation, or ordinance, whether federal, state, or local, or if SARCOA determines that the continued provision of services by the Contractor under this agreement may endanger the safety or the health of the intended beneficiaries of such services under this agreement, then SARCOA may terminate this agreement immediately upon written notice to the Contractor. Upon such termination, the Contractor shall be entitled to fair and equitable compensation for services rendered as determined by Article X above.

**Article XIX – Compensation**

A. Funding may continue at the current level of **\$13,000.00** annually, however, if funding reductions are necessary the Contractor shall be given a prior 30 day notice. Contract changes other than those regarding funding levels, must be mutually agreed upon by SARCOA and the Contractor.

B. The Contractor agrees to provide local match resources of at least **\$1,444.00** annually. Local resources may be cash or in-kind. As required by ADSS, all local cash and in-kind expenditures in support of the Title III Program, regardless of source, must be reported by the Contractor to SARCOA. Nonfederal participation shall be reported to SARCOA on the AAA-1, Monthly Report, under the columns labeled Local Funds. The Contractor shall maintain documentation for all nonfederal participation reported to SARCOA.

IN WITNESS WHEREOF, the Southern Alabama Regional Council on Aging has executed this agreement as of the date first above witnessed.

Witness  
By: Richard W. Murphy  
Date: 8/23/18

Area Agency on Aging  
[Signature]  
Dana G. Eidson, Executive Director  
Southern Alabama Regional Council on Aging

Witness  
By: [Signature]  
Date: 09-11-18

Authorized Contractor Agent  
By: [Signature]  
Title: Chairman

# 2018 Holidays (after July 18, 2018)

			<b>10 Hour Employees</b>	<b>8 Hour Employees</b>
			Holiday Hours	Holiday Hours
09/03/18	Monday	Labor Day	10	8
10/08/18	Monday	Columbus Day	10	8
11/12/18	Monday (varies)	Veterans Day	10	8
11/22/18	Thursday	Thanksgiving	10	8
11/23/18	Friday	Thanksgiving	0	8
12/24/18	Monday	Christmas	10	8
11/25/18	Tuesday	Christmas	10	8
			60	56
		Floating Holiday	0	4
			60	60

STATE OF ALABAMA  
COUNTY OF DALE

AGREEMENT

COPY

This AGREEMENT made and entered into as of the 11 day of September, 2018, by and between the DALE COUNTY COMMISSION, a governmental body (hereinafter Client), and the OZARK-DALE COUNTY E-911 BOARD, INC. (hereinafter the Board), regarding Enhanced 911 Emergency Communication Services (hereinafter the Services) is as follows:

WHEREAS, The Client desires to contract with the Board to provide the Services to the Dale County Sheriff's Department and

WHEREAS, The Board does not have enough financial resources to provide the Services to Client without financial assistance; and

WHEREAS, The Client desires to provide financial assistance to the Board, in addition to its obligation to provide a facility and maintenance, to ensure that the Services will be fully and adequately provided to the citizens of Client and

WHEREAS, the Client and the Board desire to set forth the terms of the agreement for the Services

NOW, THEREFORE, in consideration of the premises and the performance of contract terms contained herein, the parties agree that:

1. The Client will pay to the Board the sum of \$13,285.29 annually divided into 12 equal monthly installments beginning on October 1<sup>st</sup>, 2018 and continuing for the term of this contract. All payments are due on the 1<sup>st</sup> of each month.
2. In exchange therefore, the Board shall always provide:
  - a. A facility meeting all state requirements for E911 Emergency Communications Services.
  - b. A telephone system for receiving, screening, transferring, or routing all E911 calls.
  - c. In house computer equipment that will provide automatic address and phone number identification of each structure in Client's jurisdiction for dispatch purposes.

- d. In house voice recording equipment capable of recording any incoming and/or outgoing telephone calls, and radio transmissions as required by the State of Alabama for accurate and concise record management. Remote radio communications equipment which will provide radio communications between the E911 facility and any police, fire, EMS, or other emergency responders at any location in Client's jurisdiction using mobile and/or hand-held radios.
  - e. National Criminal Justice Information Center Computers capable of providing accurate and daily updated information relating to local and non-local criminals and criminal activity.
  - f. In house spatial Data mapping and addressing computer equipment and vehicle operated DMI computer equipment which will provide accurate and daily updated addresses for each structure within Dale County, Alabama to be routed daily to appropriate computers for data base maintenance.
  - g. Basic Telecommunicator training, Emergency Medical Dispatch training, and CPR Certification for all personnel which will provide skilled first responder telecommunicators to assist with the common goal of providing lifesaving endeavors for citizens and personnel, to preserve property, improve ISO ratings, and to improve response time to E911 calls.
  - h. As required by the State of Alabama EMS Board, appropriate training for all first response dispatch personnel receiving and dispatching EMS calls to any ambulance services.
  - i. The Board agrees to provide a complete dispatch service under this agreement. The parties will work together to complete a more detailed program to achieve this service.
3. The term of this contract shall be for one year beginning October 1<sup>st</sup>, 2018 until September 30<sup>th</sup> of the following year. The continuation of the funding amount stated herein is to be set through the budgeting process of both the Client and the Board and is subject to change. Each party to the contract shall notify the other no less than 60 days prior to the termination of the contract as to any proposed changes in funding or other modifications to the contract otherwise the contract shall renew automatically for an additional year under the same terms and provisions as stated therein.
  4. Each party to this agreement shall always provide and maintain liability insurance with an amount of coverage sufficient to reasonably cover liability and property damage claims that may arise from its operations. In addition, the parties do indemnify and hold each other harmless from, to the extent that insurance



coverage is available, all claims of whatever kind and nature which may arise from its operations whether claimed to be the result of negligence, wantonness, willfulness or for any other cause of action whatsoever.

- 5. This contract contains all the agreements made by and between the parties and any other representations, promises or agreements are void and have no further force and effect unless written specifically herein.
- 6. The Board recognizes that Client could find it beneficial to its citizens to assign its emergency medical services to a private company. The Board agrees to accept such assignment upon proper notice by the Client and provide the Services to the Client's assignee under the same terms and conditions as stated above.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized and empowered agents of each as of the day and date set out hereinabove.

DALE COUNTY COMMISSION

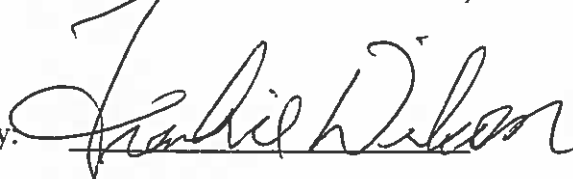


Chairman

ATTEST



OZARK-DALE COUNTY E-911 BOARD, INC.

By: 

Chairman

ATTEST:



Proposed Job Description and Addition to the  
Dale County Commission Classification Plan

**Assistant Road & Bridge Supervisor**

**Grade X                      Wage Range \$11.82 - \$20.46**

<b>Division</b>	<b>Department</b>	<b>Location</b>
Road Crew	Road and Bridge	Dale County Commission

**Reports To**  
Road & Bridge Supervisor

**Job Summary**

Under direct supervision of the Road & Bridge Supervisor, assists, supervises and coordinates the work of the Road & Bridge crews;

**Duties and Responsibilities**

Receives complaints and work requests and decides what action should be taken; maintains daily work reports and employee time sheets; determines priority of jobs; monitors work in progress and makes corrections when necessary; reports serious problems to County Engineer; inspects completed work for compliance; confers with the Road & Bridge Supervisor in job assessments to ensure cost-efficient operations, including assessing time, equipment, personnel, costs and materials; responsible for the safe operation of all equipment; reports safety violations and health hazards that occur; counsels employees on work related problems and recommends personnel actions to the Dale County Engineer; carries out stated policies of the Road & Bridge Department; plans and schedules road maintenance projects; consults with Shop Foreman on equipment maintenance and repairs and coordinates repair and maintenance schedules; advises County Engineer of equipment, material and labor needs; orients new employees on county and department rules and job duties; trains employees on equipment, task procedures, work standards and proper safety procedures; requisitions and secures equipment and materials and checks shipping ticket for merchandise received; maintains inventory of materials, equipment and supplies; maintains accurate records of materials and supplies used by job; conducts periodic check of road conditions; determines repairs needed and urgency of conditions; supervises employees in the maintenance crews; communicates and coordinates regularly with others to maximize the effectiveness and efficiency of interdepartmental operations and activities; performs other duties as assigned.

## **Assistant Road & Bridge Supervisor**

### **Physical Demands**

**Standing**

Up to 33%

**Walking**

33 - 66%

**Sitting**

Up to 33%

**Stooping, Kneeling, Crouching,**

Up to 33%

**Climbing or Balancing**

Up to 33%

**Use Hands to Finger, Handle,**

33 - 66%

**Reaching with Hands and Arms**

Up to 33%

**Talking or Hearing**

More than 66%

**Lifting**

**Up to 10lbs**  
33 - 66%

**Up to 25lbs**  
33 - 66%

**Up to 50lbs**  
33 - 66%

**Up to 100lbs**  
Up to 33%

**More than**  
Up to 33%

**Skills and Abilities:**

Must be able to see well enough to read regular print, (corrective lens acceptable), hear well enough to talk on the telephone and hear a speaker 20 feet away, (hearing aid acceptable), speak clearly enough to address small groups of people, use of hands and fingers to operate equipment, ability to lift a minimum of fifty (50) pounds, physical dexterity sufficient to operate levers, gears, etc., and body mobility to climb on top of and crawl under various types of equipment. Must have verbal skills to explain work procedures and methods to subordinates, math skills to compute simple problems involving construction and maintenance, writing skills to complete routine reports, records and forms, planning skills to develop accurate plans and schedules, reading skills to understand policies, procedures, directives, technical literature, manuals, blueprints, maps, laws and guidelines. Must have supervisory skills to motivate, communicate and lead subordinates in accomplishing objectives efficiently and effectively.

**Noise.**

Exposure to traffic and equipment noise.

**Comments**

Must be willing to work nonstandard hours and weekends in emergency situations.

## **Assistant Road & Bridge Supervisor**

### **Job Specifications**

#### **Education**

Must have an earned high school diploma from a standard high school or a graduate equivalency diploma. Must have at least ten (10) years' experience in responsible charge of road construction and maintenance with five (5) years supervising ten (10) plus employees. Must have extensive knowledge of construction, planning and control of road maintenance projects. Must have knowledge of automotive and heavy equipment used in construction and maintenance including safe operation, preventative maintenance, and balancing optimal maintenance level with cost. Must have knowledge of materials used in road construction and maintenance. Must have knowledge of occupational health and safety, including accident causation and prevention.

#### **Other Requirements:**

Must have a valid Alabama Commercial Driver's License (Class A) and a good driving record. Must be insurable. Must be willing to work nonstandard hours and weekends in emergency situations.

#### **Approved by Commission**

**Date 08/28/2018**

State of Alabama



KAY IVEY  
GOVERNOR

STEVEN P. LAFRENIERE  
EXECUTIVE DIRECTOR

Post Office Box 66  
Mt. Meigs, Alabama 36057

August 24, 2018

To: Juvenile Court Judge  
Chief Probation Officer

From: LeTonya Bowman

A handwritten signature in black ink, appearing to read 'Steven P. Lafreniere', is written over the 'From:' line.

Re: Long Term Detention Subsidy Contract

Please find enclosed your long term detention subsidy contract for FY 2019. Please complete the form by choosing a detention center and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

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

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

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

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2018 through September 30, 2019, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

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

Indicate Detention Center chosen by County to receive funds below:

Southwest Alabama Diversion Center

  
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

\_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

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