



Dale County Commission

Actions Taken by Chairman - April 14, 2020

The regularly scheduled meeting of the Dale County Commission was cancelled by Chairman Mark Blankenship due to public safety concerns regarding the COVID-19 pandemic. The public was notified on April 6, 2020.

The following actions were taken by Chairman Blankenship under the following Resolutions:

Resolution 2020-3-17-1, Emergency Closing of County Buildings and Cessation of Operations, that was approved by the Commission on March 17, 2020. See Exhibit 1.

Resolution 2020-3-17-2, Emergency Resolution Regarding the COVID-19 Pandemic that was approved by the Commission on March 17, 2020. See Exhibit 2.

APPROVED – PERSONNEL

On April 14, 2020, approved the following:
William Bradley – Jailer – Jailer, VI – Promotion.
Bailey Wright - Jailer - Jailer,VI - Promotion.

APPROVED – MAINTENANCE OF FINGERPRINT MACHINE AGREEMENT - JAIL

On April 14, 2020, approved fingerprint machine maintenance agreement for the Jail. See Exhibit 3.

APPROVED – COLLECTION OF LODGING TAX AGREEMENT

On April 14, 2020, approved a 3-year agreement with AVENUE Insights & Analytics, LLC for the collection of Lodging Taxes. No change from current agreement. See Exhibit 4.

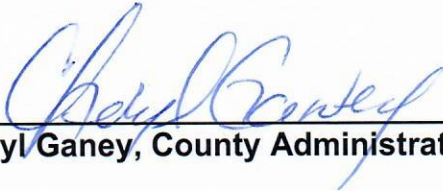
APPROVED – ADMINISTRATIVE LEAVE POLICY

On April 14, 2020, approved a Temporary Suspension and Amendment of Personnel Rules of the Dale County Commission. This allows for 40 hours of administrative leave. See Exhibit 5.



Mark Blankenship, Commission Chairman

ATTEST:



Cheryl Ganey, County Administrator

RESOLUTION OF THE DALE COUNTY COMMISSION

EMERGENCY CLOSING OF COUNTY BUILDINGS AND CESSATION OF OPERATIONS

WHEREAS, Dale County Commission is concerned for the welfare and safety of the citizens of the county as well as employees working in the courthouse and county buildings; and

WHEREAS, the Dale County Commission recognizes that there are emergency situations that necessitate the closing of the courthouse and county buildings and the cessation of certain county operations; and

WHEREAS, the Dale County Commission recognizes that emergency closings of the courthouse and county buildings must be in accordance with the Code of Alabama, Section 31-9-10 (b) (6); and

WHEREAS, the Dale County Commission recognizes that in most emergency situations it is not possible to convene an emergency meeting of the Commission; and

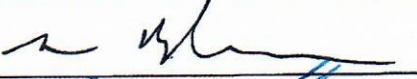
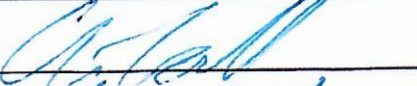

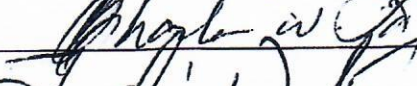
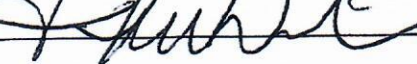
WHEREAS, the legislative body of the Dale County Commission recognizes that the Chairman of the County Commission is the appropriate County official authorized to act on behalf of the County in emergency matters;

NOW THEREFORE BE IT RESOLVED that the County Commission Chairman, after determining from reliable sources that an emergency exists, has the authority to close the Courthouse or other Dale County buildings and cease county operations in one or more offices or departments in the event that circumstances creating the emergency prohibit the County Commission from meeting to vote on the closing until such time that a meeting can safely be convened. If the Commission Chairman is unavailable, the following is the chain of command that is authorized to close the courthouse or other county buildings and cease county operations in emergency situations: Duly designated Acting Chairman, County Administrator, County Engineer.

BE IT FURTHER RESOLVED that the Commission Chairman or alternate shall instruct County Commission Office personnel to inform all department heads, appropriate Court Officials and the public of such closing.

This resolution is hereby passed and approved by Dale County Commission in official session on this the 17th day of March, 2020.

DALE COUNTY COMMISSION:

	Mark Blankenship, Chairman
	Chris Carroll, District 1
	Steve McKinnon, District 2
	Charles W. Gary, District 3
	Frankie Wilson, District 4

Attest:


Cheryl Ganey, Administrator

**COUNTY OF DALE
STATE OF ALABAMA**

EMERGENCY RESOLUTION REGARDING THE COVID-19 PANDEMIC

WHEREAS, Dale County Commission is concerned for the welfare and safety of the citizens of the county as well as County Employees and Public Officials and; and

WHEREAS, A Federal and State Emergency has been declared regarding the 2020 Coronavirus Pandemic also known as the Covid-19 Virus and

WHEREAS, The Dale County Commission does also declare that an emergency does exist in Dale County as a result of the Virus and

WHEREAS, the Dale County Commission recognizes that as the Pandemic progresses it is possible that public officials and members of the public and media may become ill or quarantined and unavailable to attend public meetings and

WHEREAS, the Dale County Commission recognizes that the current Pandemic emergency may prevent regularly scheduled meetings of the Commission called to act upon ordinary county business and

WHEREAS, the legislative body of the Dale County Commission recognizes that the Chairman of the County Commission is the appropriate County official to act on behalf of the County in conducting regular and ordinary business in times of emergency;


NOW THEREFORE BE IT RESOLVED that the County Commission Chairman is hereby delegated with the authority- during the duration of this Covid-19 emergency- to act on behalf of the Commission when it cannot safely meet in carrying on the ordinary and regular business of the Commission which shall include, but not be limited to, the collection of funds, the payment of invoices and salaries, personnel matters, maintenance, County operations, County services and emergency management. Items of a permanent or substantial nature are reserved to the action of the Commission at regular or special meetings.


If the Commission Chairman is unavailable, the following is the chain of command that is authorized to conduct such county business on behalf of the Commission: 1. Duly authorized Acting Chairman, 2. County Administrator. All prior resolutions and actions of the Commission contrary to this directive are hereby rescinded or modified during the Covid-19 emergency.


The purpose of this resolution is to clearly state that the Chairman or his alternate has the full and complete authority to act on behalf of the Commission in regard to the day to day operations of the Commission when the Commission itself is unable to do so because of the Pandemic emergency so declared by the Governor of Alabama and the President of the United States of America. The actions of the Chairman must be in accordance with State and Federal laws and any Orders of the Courts or Administrative Agencies and are subject to modification in the discretion of the Commission.

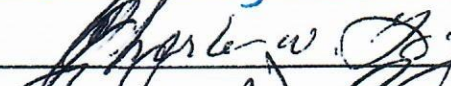
This resolution is hereby passed and approved by Dale County Commission in official session on this the 17 day of March, 2020.

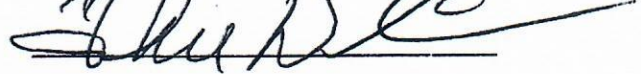
DALE COUNTY COMMISSION:



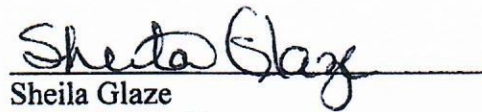








Attest:



Sheila Glaze
Commission Clerk



Idemia Identity & Security
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: 25725
QUOTE DATE: 03/26/20
CUSTOMER ID: BD-16515
PRICE LIST: SL-LAWENF

BILL TO: DALE COUNTY JAIL

202 S HWY 123

STE C

OZARK, AL 36360

United States

START DATE: 07/01/20
END DATE: 06/30/21

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
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EQUIPMENT LOCATION: DALE COUNTY JAIL - 124 ADAM STREET OZARK, AL 36360				
5300D-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5300D-ALABAMA		53318-001	1	\$2,970.00
PRT-DUP-M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		53318-002	1	\$342.00
TOTAL:				\$3,312.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DEBRA BLANCHARD
TITLE: Maintenance Contract Admin
PHONE: (952) 945-3302 Ext 5547
FAX: (952) 852-8747
EMAIL: DBlanchar@morphotrust.com

PO NUMBER: _____
SIGNATURE BY: 
NAME(Print) / DATE: Mark Blankenship
TITLE: Chairman
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

**IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS**

for use with

U.S. End User Customers

covering

Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Idemia's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall

pay for such after hours service on a time and materials basis at Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's Help Desk Maintenance Services are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations,

attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.

Tax Revenue Enhancement Agreement Lodging Tax Revenue Administration

This agreement made as of the 04-12-20, by and between AVENU Insights & Analytics, LLC and Dale County, an Alabama COUNTY ("COUNTY").

A. Remittance Processing Services

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

B. Compliance Services

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

C. General Provisions

1. **Information Provided:** The COUNTY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. The COUNTY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in the COUNTY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, the COUNTY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the COUNTY for its portion of travel expenses. The

COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.

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

11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU'S total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the COUNTY and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of the COUNTY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
15. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold the COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
16. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to AVENU be deemed included within the Work Product.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
18. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 19. 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.

- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence May 1, 2020 with collection of May taxes to be remitted on or before June 20, 2020.

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

AVENU INSIGHTS & ANALYTICS, LLC

Dale County

By: _____

By: 

Title:

Title: Chairman

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 4/8/2020 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

April 8, 2020

Cheryl Ganey
Dale County
202 South AL-123
Ozark, AL 36360

Dear Ms. Ganey:

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

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Dale County	062106120	Xxxxxx6920	100%	Lodging; all rates

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

Tax Type	Rate Type	Percentage
Lodging	General	2.00%

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

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

AVENU Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Daryl Savage, General Counsel

COMPENSATION

Compliance Services: AVENU will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.


Audit Services: AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. The fees associated with the auditing portion of this contract are adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index (in the geographic area) as reported by the Bureau of Labor Statistics. The initial CPI used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed. The adjustments thereafter

will be based on the CPI from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than five percent (5%).

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

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

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

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

2020-4-14-1

TEMPORARY SUSPENSION AND AMENDMENT OF PERSONNEL RULES
OF THE DALE COUNTY COMMISSION

WHEREAS, the President of the United States declared a national emergency on March 13, 2020 due to the COVID-19 Coronavirus epidemic; and

WHEREAS, the Governor of Alabama States declared a state of emergency on March 13, 2020 due to the COVID-19 Coronavirus epidemic; and

WHEREAS, County Commissions have the power and authority to provide for the health and safety of persons, which includes county personnel;

WHEREAS, the Dale County Commission enacted an “EMERGENCY RESOLUTION REGARDING THE COVID-19 PANDEMIC” at its regular scheduled meeting on March 10, 2020, wherein the Commission delegated its authority to act in personnel matters and county operations to the Chairman during the time of this pandemic emergency,

NOW, THEREFORE, the following Temporary Personnel Policies for the COVID-19 Pandemic are hereby adopted for those persons subject to the personnel policies of the Dale County Commission:

1. All personnel who are considered to be in the CDC high risk category (which is currently people 60 or over with underlying health issues like heart disease, lung disease, diabetes, or any other type of illness that weakens the immune system) should remain at home for the next 14 days. You will be compensated your scheduled shifts.
2. All personnel who are exposed to a known case of COVID-19 shall report such to their appointing authority immediately and shall go home to self-isolate for 14 days. They must be clear of all coronavirus symptoms before returning to work. (This may change based on the CDC guidance and will be evaluated on a case by case basis). You will be compensated your scheduled shifts.
3. All personnel who test positive for a case of COVID-19 shall report such to their appointing authority immediately. You must have a negative COVID19 test to return to work. (This may change based on the CDC guidance and will be evaluated on a case by case basis). You will be compensated for your scheduled shifts
4. In order to help keep the hospital and doctors’ offices from being overwhelmed, the policy Section X.2.d.2 which requires a signed physician’s certificate after missing three consecutive days (shifts) is hereby suspended.
5. There is hereby established a Pandemic Temporary Administrative Leave and the Dale County personnel rules Section X.3 “Administrative Leave” are hereby amended to establish same as follows:

2020 - 4 - 14 - 1

-Each county employee shall be granted 40 hours special administrative leave with pay to be used as directed by the Administrative office of the Commission, in consultation with department supervisors, for the purpose of minimizing the density of county workers so as to comply with CDC directives.

-Supervisors shall make recommendations as to alternating shifts, or staggering work days or hours, so as to limit work place close contact between employees. The recommendations shall be made to the County Administrator, who shall direct the use of the special leave with pay as necessary.

-The special leave with pay shall be granted to each employee until such time as the Federal and State Declaration of Emergency ends, a mandatory shut down of county government is ordered or a period of 90 days or the leave is exhausted which ever first occurs.

6. Restrictions on the donation of sick leave from one employee to another are hereby temporarily suspended.

7. All persons who are required to leave work because they are of CDC high risk category, or they are exposed to a known case of Covid-19 or they test positive for the Covid-19 virus, shall be compensated from their time away from work first with the Special Administrative Leave established herein and then from their own personal sick leave. Leave with pay after exhausting all Administrative Special and personal sick leave may be addressed with future modifications of the personnel policies.

8. These amendment and suspensions of existing personnel policies are subject to State and Federal administrative rules, laws and orders and may be modified at any time by the Chairman or Commission.


Dated this the 14th day of April, 2020



Mark Blankenship, Chairman



ATTEST:



Cheryl Ganey, Administrator