



Dale County Commission

Commission Meeting Minutes – April 13, 2021

The Dale County Commission convened in a regular session Tuesday, April 13, 2021. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

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

APPROVED – AGENDA

Commissioner Grantham made a motion to approve the agenda with the following changes:

Delete: # 9 – Motorola Solutions – Service Agreement.

Delete: #10 – Executive Session.

Add: Seek bids on finishing Pistol Range, Training Facility, and Voting Machine Storage.

Add: Guard Rail Damage Co. Rd. 33

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 89525-89796.
- Payroll Check Numbers: 154740-154747.
- Direct Deposit Check Numbers: 37871-38154.

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

APPROVED – MARCH 23, 2021 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on March 23, 2021.

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

APPROVED – PERSONNEL

Commissioner Carroll made a motion to approve the following personnel changes:

- Racquel Ranson – Temporary Hire – Jailer - \$10.00/hr.

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

APPROVED – RESOLUTION, EMERGENCY CLOSING

Commissioner Gary made a motion to approve an amended Resolution – Emergency Closing of County Buildings and Cessation of Operations. See Exhibit 1.

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

APPROVED - SICK LEAVE DONATION

Commissioner Wilson made a motion to approve sick leave donation for Barbara Faulk.

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

APPROVED - TRAVEL REQUEST

Commissioner Carroll made a motion to approve the following travel request:

- Heidi DeRidder – Jail Supervisor – May 5 – 6, 2021 – Prattville, AL - \$1,206.00

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

APPROVED - COUNTY ROAD PROJECT DCP 23-07-17

Commissioner Gary made a motion to approve the Construction Agreement for State Public Road and Bridge Funding and budget amendment for Fund 111 in the amount of \$62,393.25. Widen and resurface CR-29, from CR-59 to CR-18. See Exhibit 2.

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

APPROVED - AGREEMENTS FOR TAX REMITTANCE

Commissioner Carroll made a motion to approve two agreements with AVENU Insights & Analytics, LLC for the remittance processing sales & use taxes and tobacco taxes. See Exhibit 3.

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

APPROVED - EMS FUNDING DISTRIBUTION – JAN-MAR, 2021

Commissioner Gary made a motion to approve the EMS funding distribution for January-March, 2021. See Exhibit 4.

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

APPROVED - BID ON EQUIPMENT – ROAD & BRIDGE

After opening bids for a new or used 7.5-ton single smooth drum vibratory roller, Commissioner Carroll made a motion to approve the purchase from H&E Equipment Services in the amount of \$44,000.00

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

APPROVED - SEEK BIDS FOR PISTOL RANGE

Commissioner Grantham made a motion to approve seeking bids for finishing the Pistol Range, Training Facility and Voting Machine Storage building.

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

APPROVED - GUARD RAIL DAMAGE REIMBURSEMENT – ROAD & BRIDGE

After an update of the status of claim for reimbursement for the guard rail damage done on County Rd. 33, Commissioner Gary made a motion to approve pursuing litigation.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, April 27, 2021 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

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



Steve McKinnon, Chairman

**COUNTY OF DALE
STATE OF ALABAMA**

AMENDED 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 or delay of certain county operations including, but not limited to, fire, flood, earthquake, other natural causes; and

WHEREAS the Commission also recognizes that there may be special circumstances which arise unexpectedly, including but not limited to, insurrections, public disasters, deaths, or pandemic, and

WHEREAS the Dale County Commission recognizes that it has the authority to close the courthouse and county buildings in accordance with the *Code of Alabama*, Section 31-9-10 (b) (6) (emergencies) and Section 1-3-8 (special circumstances); and

WHEREAS the *Code of Alabama* at Section 11-3-20 allows the County Commission to delegate certain duties to the Chairman of the commission as it determines are appropriate by resolution, and

WHEREAS the Dale County Commission recognizes that in many emergency or special situations it is not reasonably possible to convene a meeting of the Commission and give the appropriate public notice; and

WHEREAS the legislative body of the Dale County Commission recognizes that the Chairman of the County Commission should be the appropriate County official authorized to act on behalf of the County in emergency matters or in special circumstances;

NOW THEREFORE BE IT RESOLVED:

The County Commission Chairman, after determining from reliable sources that an imminent emergency or special circumstance exists, the chairman shall attempt to schedule an emergency meeting of the commission with notice to the public for the purpose of considering the closing of one or more governmental buildings and the suspension or delay of county operations in accordance with Alabama law. However, if the emergency or special circumstance has already occurred or is expected to occur within 24 hours, the Commission does hereby delegate to the Chairman the sole authority to close, or delay opening, the Courthouse or other Dale County buildings and suspend or delay county operations in one or more offices or departments and to determine the duration thereof. Such unilateral action by the Chairman shall be documented to the Commission at, or prior to, its next scheduled meeting.


If the Commission Chairman is unavailable, the following is the chain of command that is authorized to take emergency action as stated above: Duly designated Acting Chairman, County Administrator, County Engineer.

This amended resolution shall supersede and amend the previous resolution regarding the same matter adopted by the Commission on March 17, 2020.


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, cessation, or delay.

This resolution is hereby passed and approved by Dale County Commission in official session on this the 13th day of April.

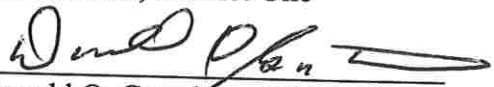
DALE COUNTY COMMISSION:



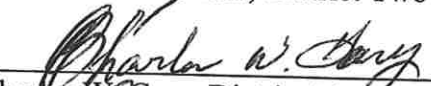
Steve McKinnon, Chairman



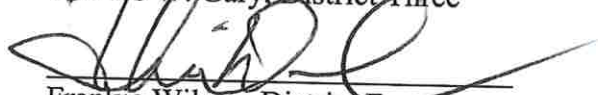
Chis Carroll, District One



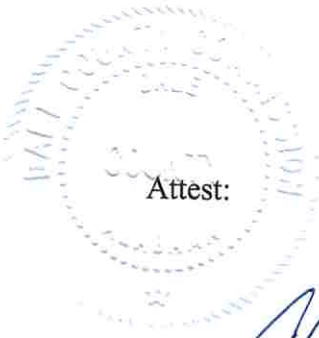
Donald O. Grantham, District Two




Charles W. Gary, District Three



Frankie Wilson, District Four



Attest:



Cheryl Ganey, County Administrator

**CONSTRUCTION
AGREEMENT
FOR A
STATE PUBLIC ROAD AND BRIDGE FUNDING
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
DALE COUNTY COMMISSION**

**Widen and Resurface CR-20
From CR-59 to CR-18**

**Project No. ST-023-888-009
County Project No. DCP 23-07-17
CPMS Ref# 100066841**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Dale County, Alabama (FEIN 63-6001505), hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and resurfacing of CR-20 from CR-59 to CR-18; Project# ST-023-888-009; DCP 23-07-17; CPMS Ref# 100066841.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. State Public Road and Bridge Funds shall be limited to \$561,539.26 for this project. Any deficiency in State funds or overrun in construction costs will be borne by the COUNTY from COUNTY funds. In the event of an underrun in construction costs, the State funds will not exceed their proportional share.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
State Public Roads and Bridge Funds	\$ 561,539.26
County Funds	\$ 62,393.25

TOTAL (Incl CE&I)	\$ 623,932.51

It is further understood that this is a cost reimbursement program and no state funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no state funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the STATE, or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with

the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized

representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, 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.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Dale County, Alabama

By: Cheryl Gasey
Clerk (Signature)

By: Steve McKinroad
As Chairman (Signature)

Cheryl Gasey
Print Name of Clerk
(AFFIX SEAL)

Steve McKinroad
Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Dale County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Widening and resurfacing of CR-20 from CR-59 to CR-18; Project# ST-023-888-009; DCP 23-07-17; CPMS Ref# 100066841.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Dale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 13th day of April, 20 21, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Caryl Croney
County Clerk

Steve McKeen
Chairman

13th day of April, 20 21, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 13th day of April, 20 21.

Caryl Croney
County Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

**STD CONTRACT EXHIBITS
REV. 9/19/16**

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made 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 sales and use taxes as designated by 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 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**: 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 COUNTY.
6. Notification, Reporting to COUNTY:
 - i. AVENU will provide 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 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. 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 COUNTY.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for sales, use and other taxes designated by 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 COUNTY, AVENU will make reasonable efforts to collect taxes designated by COUNTY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If COUNTY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist 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, 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 COUNTY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: 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. 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 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, 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.

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 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 independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence May 1, 2021 with collection of April taxes to be remitted on or before May 20, 2021.
9. 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.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, 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.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold 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, 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 sales, use and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU'S total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the 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.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of 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 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.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold 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.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

**AVENU INSIGHTS & ANALYTICS, LLC
D/B/A AVENU**

Dale County

By: _____

By: Steve McKenna

Title: _____

Title: Chairman

Date: _____

Date: 04-13-21

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 3/4/2021 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

March 4, 2021

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	Xxx8401	100%	Sales/Use Tax: all rates

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

Tax Type	Rate Type	Percentage
Sales/Use	General	1.00%
Sales/Use	Mfg Machine	0.50%
Sales/Use	Farm	0.38%
Sales/Use	Auto	0.50%
Sales/Use	Amusement	1.00%
Sales/Use	Vending	1.00%

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

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

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

COMPENSATION

Compliance Services: AVENU will receive an amount equal to Two Dollars and Seventy-Six Cents (\$2.76) per account per transaction OR 1.85% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of seventy-three dollars (\$73.00) for audit services. There shall be no contingent fees. Each year on the Anniversary date of the Effective Date of this Agreement the hourly rate will increase by 3%.

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.

**AVENU INSIGHTS & ANALYTICS, LLC
D/B/A AVENU**

Dale County

By: _____

By: Sally McKeen

Title: _____

Title: Chairman

Date: _____

Date: 04-13-21

Tax Revenue Enhancement Agreement Tobacco Tax Revenue Administration

This agreement made 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 Tobacco taxes as designated by 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 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**: 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 COUNTY.
6. Notification, Reporting to COUNTY:
 - i. AVENU will provide 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 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. 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 COUNTY.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for Tobacco and other taxes designated by 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 COUNTY, AVENU will make reasonable efforts to collect taxes designated by COUNTY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If COUNTY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist 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, 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 COUNTY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: 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. 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 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, 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.

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 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 independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence May 1, 2021 with collection of April taxes to be remitted on or before May 20, 2021.
9. 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.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, 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.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold 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, 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 Tobacco and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the 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.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of 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 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.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold 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.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

**AVENU INSIGHTS & ANALYTICS, LLC
D/B/A AVENU**

Dale County

By: _____

By: Steve McKeen

Title: _____

Title: Chairman

Date: _____

Date: 04-13-21

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 3/4/2021 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

March 4, 2021

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			100%	Tobacco; all rates

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

Jurisdiction	Cigarettes Pack	Chewing Tobacco Pack	Snuff Can	Smoking Tobacco Pack	Cigars - each Cigar	Little Cigars as Indicated	Rolling Papers Pack
Dale County	5¢	3¢	3¢	2¢	2¢	2¢ / each	

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

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

AVENU Insights & Analytics, LLC
 600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: 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-three dollars (\$73.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 3%.

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.

**AVENU INSIGHTS & ANALYTICS, LLC
D/B/A AVENU**

Dale County

By: _____

By: Steve McKeen

Title: _____

Title: Chairman

Date: _____

Date: 04-13-21

EMS Funding

January - March, 2021

04/08/21

Exhibit 4

Date Commission Approved:

% OF FUNDS TO BE DISTRIBUTED (3% for Rev. Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMIS RUNS/RESPONSE FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$ -	\$ 16,537.58	\$ 16,537.58	Ozark EMS	1249/1249	\$ 99,530.27	\$ 16,537.58	\$ 0.00
				Daleville		\$ 31,554.00	\$ 13,714.56	
				Clayhatchee				
				Level Plains	contract w/ enterprise	\$ 1,500.00	\$ 1,500.00	
23%	\$ -	\$ 15,214.56	\$ 15,214.56			\$ 33,054.00		\$ 0.00
				Ariton	36/34	\$ 8,928.94	\$ 3,307.52	
				Marley Mill	respond to calls	\$ 70,171.57	\$ 3,307.51	
10%	\$ -	\$ 6,615.03	\$ 6,615.03			\$ 79,100.51		\$ 0.00
				Skipperville				
				Echo	294/290	\$ 11,500.00	\$ 10,584.04	
				Choctawhatchee				
				Ewil				
16%	\$ -	\$ 10,584.04	\$ 10,584.04			\$ 11,500.00		\$ 0.00
				South Dale EMS	358/356	\$ 25,000.00	\$ 14,453.83	
				ECHO	see above	see above	\$ 760.73	
				PAID TO SO DALE EMS: Newton (30%)				
				PAID TO SO DALE EMS: Pinckard (30%)				
				PAID TO SO DALE EMS: Midland City (30%)				
				PAID TO ECHO -Grimes (5%)	contract w/ Echo			
				PAID TO SO DALE EMS: Napier Field (5%)				
23%	\$ -	\$ 15,214.56	\$ 15,214.56			\$ 25,000.00	\$ 35,214.56	\$ 0.00

*PINKCARD- effective 06/01/20 South Dale EMS

\$ - \$ 64,165.77 \$ 64,165.77 \$ 0.00

Total to distribute this period \$ 64,165.77
 Total carryover \$ -
 \$ 64,165.77

Total Funds for Current Quarter \$ 66,150.27
 3% for Rev Comm 1,984.50
 Total qtr distribution \$ 64,165.77

\$ 64,165.77 total EMS funding to distribute
 \$ 64,165.77 Total on Books 705-23600-000
 \$ 0.00 difference

Total to Pay Out: 64,165.77
 Total Ending Balance: \$ 0.00