



Dale County Commission

Commission Meeting Minutes – March 8, 2022

The Dale County Commission convened in a regular session Tuesday, March 8, 2022. 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 Grantham opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

APPROVED – AGENDA

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

- Delete #5 – Solid Waste Rates – 2021 Annual Customers

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 92424 – 92539.
- Payroll Check Numbers: 154795 - 154797.
- Direct Deposit Check Numbers: 41263 - 41402.

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

APPROVED – FEBRUARY 22, 2022 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on February 22, 2022.

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

APPROVED - PERSONNEL

Commissioner Grantham made a motion to approve the following:

- Dale County Sheriff's Office – Bryan Dresh – Deputy/SRO – New Hire
- Dale County Sheriff's Office – Justyn Jackson, Deputy – Merit Increase
- Dale County Jail – Heidi DeRidder – Jail Supervisor – Promotion

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

APPROVED - TRAVEL

Commissioner Gary made a motion to approve the following:

- Road & Bridge – Christian Bostrom – ALDOT Roadway Technician Course – April 11th – 14th - Montgomery AL. – Total \$1173.71
- Road & Bridge – David Williams – SWANA Spring Conference – April 4th – 6th – Orange Beach, AL - \$1108.10

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

APPROVED - WORK REQUEST – ROAD & BRIDGE

Commissioner Grantham made a motion to approve the work request from City of Daleville, \$1,876.57 from the General Fund 001. See Exhibit 1.

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

APPROVED - FREE LANDFILL DAY - APRIL 23, 2022

Commissioner Carroll made a motion to approve the landfill to be open to the public on April 23, 2022.

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

APPROVED - MOTOROLA SERVICE AGREEMENT – SHERIFF OFFICE

Commissioner Gary made a motion to approve a three (3) year service agreement with Motorola for the radio system for the Sheriff's office. See Exhibit 2.

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

APPROVED - E-911 APPROPRIATION - CONSOLE

Commissioner Grantham made a motion to approve an appropriation in the amount of \$60,000.00 to help purchase an updated radio consoles. See Exhibit 3.

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

APPROVED - EXPENDITURE OF ARPA FUNDS

Commissioner Gary made a motion to approve expenditures from the American Rescue Plan Act (ARPA) for vehicles for the Sheriff's office. See Exhibit 4.

Commissioner Wilson 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, March 22, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

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



Steve McKinnon, Chairman

Work Request Form

Dale County Road & Bridge Department

Exhibit 1

Requesting Entity: City of Daleville

Date Requested: 3-1-22

Requested by: DONALD GRANTHAM

Signature: 

Project Location: BOYS AND GIRLS CLUB
(OLD BOYSCOUT HUT)

DONNELL BLVD (NORTH OF AL 134)

Description of Work: MULCH WITH SKID STEER ALL SMALL
TREES AND UNDERBUSH BEHIND
CLUBHOUSE. (SEE ATTACHED)

Cost Estimate: \$ 1876.57

(to be completed by County
Engineer and/or personnel)

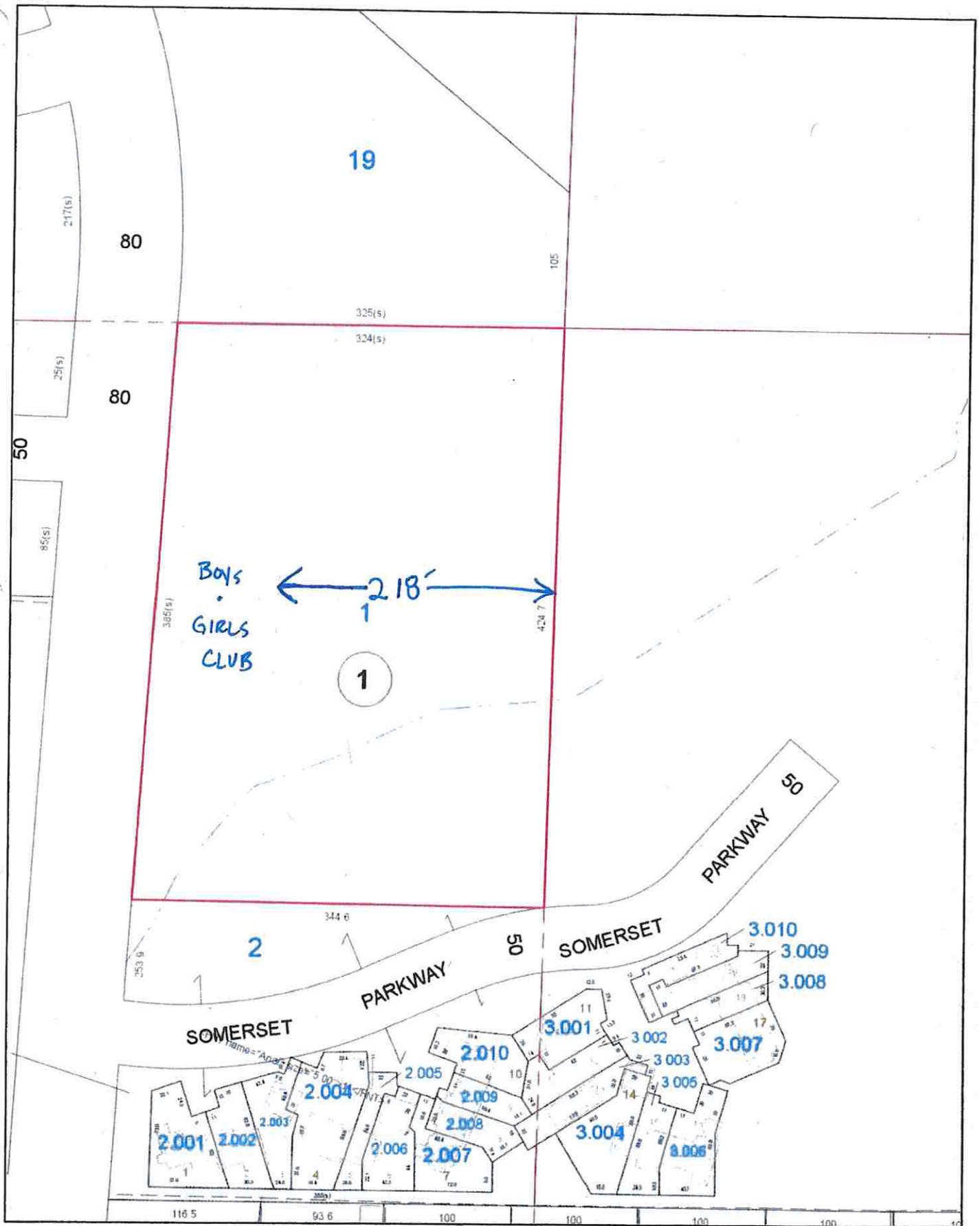
Road and Bridge Reimbursement Options:

1. 100% by the requesting entity
2. 50% General Fund /50% requesting entity
3. 100% by the General Fund

Commission Meeting Date: 3-8-22

Approved (Y/N): _____

NOTE: Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.



BOYS AND GIRLS CLUB (Daleville)*Exhibit 1***DCP 23-03-22**

<u>ID #</u>	<u>Description</u>	<u>Cost</u>	<u>Hours</u>	<u>Total</u>
2323	Skid Steer	\$ 55.55	10	\$ 555.50
61	Juan Hernandez	\$ 24.81	10	\$ 248.10
2482	Dump Truck	\$ 67.25	10	\$ 672.50
71	Pedro Hernandez	\$ 24.00	10	\$ 240.00
2449	Pickup Truck	\$ 19.85	3	\$ 59.55
131	Jim Deloney	\$ 33.64	3	\$ 100.92
				<u>\$ 1,876.57</u>



500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1613440
 Contract Number: USC000021036
 Contract Modifier: R01-DEC-21 17:46:47

Date: 12/01/2021

Company Name: DALE COUNTY COMMISSION
Attn:
Billing Address: 202 S HWY 123 STE C
City, State, Zip: OZARK , AL, 36360
Customer Contact:
Phone:

Required P.O. :
 Customer # : 1036822288
 Bill to Tag # :
 Contract Start Date : 01-Apr-2022
 Contract End Date : 31-Mar-2025
 Anniversary Day : Mar 31st
 Payment Cycle : ANNUALLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC04SVC0169A LSV01S01109A	SYSTEM UPGRADE AGREEMENT II ASTRO SYSTEM ADVANCED PLUS PACKAGE	
		Subtotal - Recurring Services	\$237,878.22
		Subtotal - One-Time Event Services	\$0.00
		Total	\$237,878.22
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

ASTRO SYSTEM ADVANCED PLUS PACKAGE

- MSI Network Monitoring
- MSI Dispatch
- MSI System Tech Support
- MSI Repair and Return
- MSI Advanced Exchange
- MSI Security Update Service
- MSI Remote SUS Mgt
- MSI Onsite Sys Support-Std
- MSI Preventive Maintenance1

Total Yearly

Year 1 = \$76,203.94 (SUA = \$26,882.44) (Advanced Package = \$49,321.50)
 Year 2 = \$79,252.13 (SUA = \$26,897.90) (Advanced Package = \$52,354.24)
 Year 3 = \$82,422.14 (SUA = \$26,897.90) (Advanced Package = \$55,524.24)

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1613440
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Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

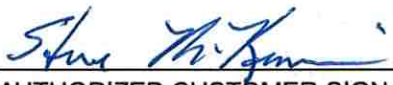

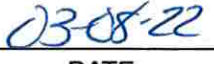
Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

		
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE


 CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Kyle Sanderson	2052396179	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
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Company Name : DALE COUNTY COMMISSION
 Contract Number : USC000021036
 Contract Modifier : R01-DEC-21 17:46:47
 Contract Start Date : 01-Apr-2022
 Contract End Date : 31-Mar-2024



SERVICE AGREEMENT

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall

be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: Steve McKinney

By: Dale County Commissioner

Name: Steve McKinney

Title: Chairman

Date: 03-08-22

OZARK-DALE COUNTY E-911, INC.
119 W. Reynolds Street • P.O. Box 988 • Ozark, AL 36360
(334) 445-9444 ext. 2 • (334) 445-9445 Fax



Paula Simmons
Director

March 3, 2020

Mr. Steve McKinnon
Chairman, Dale County Commission

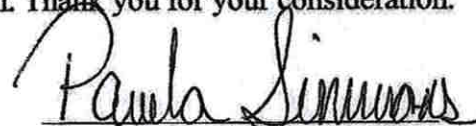
Dear Mr. McKinnon and Commissioners,

As the director of the Ozark/Dale County E911 Center, and on behalf of the E911 Board of Directors, we do formally request the Dale County Commission to appropriate funding to assist the Board in a required capital expenditure for the good of the citizens of the county. The need and justification for the appropriation is as follows:

The E911 Board is in need of financial assistance for the purchase of four new radio consoles that will connect Dale County's and the City of Ozark's law enforcement and first responders through Motorola systems. The new system will also help to modernize our current recorder and make it compatible with the Motorola. The consolidation of these agencies within the Motorola system will make communication between the agencies compatible and will greatly enhance and benefit communications between law enforcement and first responders in the County and will certainly benefit the citizens who use and need those services. The expected cost of these upgrades and consolidations will exceed \$300,000 which, if paid exclusively from E911 funds could deplete Board reserves which could be needed in times of emergency.

The justification for this request is that Dale County and the City of Ozark are the joint original incorporators of the E911 Board. The County and City share in the appointment of Board members and the services provided by the Board relieve the County and City from providing individual dispatching services within the entities. The E911 Board and its operations center provide an ongoing service to the County and City and will continue to do so in the future.

Therefore, the Board requests an appropriation of the Dale County Commission in an amount of \$60,000. The merger of the systems with Motorola is underway and time is of the essence in funding the new equipment and its installation. Thank you for your consideration.


Director, Ozark/Dale Co. E911

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

WHEREAS, Dale County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

WHEREAS, this election must be made formally in the County's initial Project and Expenditure Report, which is due on April 30, 2022; and

WHEREAS, prior to this formal election, the County may begin to use up to \$10,000,000 as Revenue Replacement funds, not to exceed the County's total ARPA funds award; and

WHEREAS, the County may expend designated Revenue Replacement funds for government services; and

WHEREAS, the County has determined that there is a need to provide the following government services to its citizens and that it is within the authority of the County to provide these services: vehicles to support law enforcement services of the Dale County Sheriff's Department; and

WHEREAS, the County has determined that the procurement of the following up to 15 law enforcement vehicles is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

WHEREAS, more particularly, the procurement of these law enforcement vehicles will replace current vehicles within the inventory with high mileage that no longer meet the needs of the Sheriff's Department; and

WHEREAS, the County will identify the vendors from which to procure these law enforcement vehicles in a manner consistent with federal and state laws and guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

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

- 1) The County shall use up to \$525,000 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.


2) The ARPA Program Director is charged with ensuring that these law enforcement vehicles are procured in a manner consistent with federal and state laws and guidelines, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

3) The County Administrator is hereby authorized to expend these funds to purchase the law enforcement vehicles as described herein from the designated vendors to facilitate the provision of these services.

4) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 8th day of March, 2022.



Steve McKinnon, Chairman