



Dale County Commission

Commission Meeting Minutes – August 9, 2022

The Dale County Commission convened in a regular session Tuesday, August 9, 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 Wilson opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

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

- Appropriation for Level Plains Volunteer Fire.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 93837 – 93983.
- Payroll Check Numbers: 154828 - 154833.
- Direct Deposit Check Numbers: 421792 - 421932.

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

APPROVED – MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on July 26, 2022 and Special Called Meeting August 1, 2022.

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

APPROVED - PERSONNEL – NEW HIRES

Commissioner Carroll made a motion to approve the following:

- Maintenance Dept. – New Hire – Shaniqua McCray – Custodian
- Jail – part/time – Carlisle M. Miller – Jailer
- Jail – part/time – John W Thornton III - Jailer

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

APPROVED - PERSONNEL – COMMITTEE

Commissioner Grantham made a motion to approve a committee for the hiring of a County Engineer: Steve McKinnon, Chris Carroll, Cheryl Ganey, Linda Miller, and Aaron Meeks.

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

APPROVED - PERSONNEL – NEW JOB DESCRIPTION

Commissioner Gary made a motion to approve a job addition to the Classification and Pay Plan and posting to fill position: Information Technology (IT) Technician – Risk Management. See Exhibit 1.

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

APPROVED - PERSONNEL – COST OF LIVING RAISE

Commissioner Wilson made a motion to approve cost of living raise and budget adjustments. See Exhibit 2.

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

APPROVED – ARPA FUNDS EXPENDITURE REVIEW - REAPPRAISAL

Commissioner Gary made a motion to approve the IAC to review expenditure for vehicle – Reappraisal Dept. – estimated \$35,000.

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

APPROVED – ARPA FUNDS EXPENDITURE REVIEW – ROAD & BRIDGE

Commissioner Carroll made a motion to approve the IAC to review expenditure for tractors (4) Road & Bridge – estimated \$410,000.00

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

APPROVED – INMATE COMMUNICATIONS SYSTEM - JAIL

Commissioner Wilson made a motion to approve the amended inmate communication agreement with ICSolutions. Previous agreement approved July 12, 2022. See Exhibit 3.

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

APPROVED – LONGEVITY BONUS TO RETIREES

Commissioner Gary made a motion to approve an one-time lump sum payment of longevity bonuses to Dale County's retirees and budget adjustment. Total payment of \$38,456.00 to be reemitted to the Retirement Systems of Alabama. See Exhibit 4.

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

APPROVED – CANCELLATION AND RESCHEDULE MEETING

Commissioner Grantham made a motion to approve the cancellation of the regularly scheduled Commission meeting of 08/23/22 and reschedule to 08/30/22.

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

APPROVED – FUNDS FOR TOWN OF PINCKARD

Commissioner Carroll made a motion to approve funds for transportation planning services to support Town of Pinckard for the SR-123 study \$4,000.00. See Exhibit 5.

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

APPROVED – APPROPRIATION – LEVEL PLAINS VOLUNTEER FIRE

Commissioner Gary made a motion to approve an appropriation of \$25,000.00 to Level Plains Volunteer Fire Department. See Exhibit 6,

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, August 30, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Gary made a motion to adjourn the meeting. Commissioner Wilson 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

Information Technology (IT) Technician – Risk Management

Division	Department	Location
Commission	Commission	Dale County Commission

Reports To
Administrator

Job Summary

Provide installation, repair and upkeep of the computer, communications networks, and time and attendance software throughout the properties of the Dale County Commission. Oversee cyber security awareness and training. Assists in managing risk management programs. Fill in as needed by Commission.

Duties and Responsibilities

1. Install, configure and upgrade, computer hardware, software, and attached peripherals, network and desktop operating systems, applications and associated cabling.
2. Maintain work orders and job related documentation.
3. Ensure adherence to good safety standards.
4. Model and maintain high ethical standards.
5. Demonstrate initiative in the performance of assigned responsibilities.
6. Maintain expertise in assigned area to fulfill project goals and objectives.
7. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
8. Keep supervisor informed of potential problems or unusual events.
9. Respond to inquiries and concerns in a timely manner.
10. Exhibit interpersonal skills to work as an effective team member.
11. Demonstrate support for the Dale County Commission and its goals and priorities.
12. Demonstrate initiative in identifying potential problems or opportunities for improvement.
13. Perform other tasks consistent with the goals and objectives of this position.
14. Serves as active safety coordinator for Dale County.

15. Maintains current SIDP information for all safety sensitive departments.
16. Conduct safety observation reports.
17. Provide recommendations for improving safety in the workplace.
18. Act as a liaison between management and external safety agencies.
19. Attends safety walks and inspections.
20. Investigate accidents that occur onsite and identify possible causes of the accident.
21. Attends yearly training for Dale County's SIDP program.
22. Maintain County Website and social platforms.
23. Assists in managing risk management programs, including loss prevention, insurance administration and risk assessments.

IT Technician

Supervisory Responsibilities - None

Physical Demands

Standing	Walking	Sitting
Up to 33%	33 - 66%	33 - 66%

Stooping, Kneeling, Crouching,	Climbing or Balancing
33 - 66%	Up to 33%

Use Hands to Finger, Handle,	Reaching with Hands and Arms
More than 66%	More than 66%

Tasting or	Talking or Hearing
Up to 33%	More than 66%

Lifting Up to 10lbs	Up to 25lbs	Up to 50lbs	Up to 100lbs	More than
Up to 33%	Up to 33%	Up to 33%	Up to 33%	Up to 33%

Vision: Close Vision	Distance Vision	Depth Perception	Ability to Adjust
Yes	Yes	Yes	Yes
Color Vision	Peripheral Vision		
Yes	Yes		

Specific physical duties

Body movement or mobility to move, stoop, sit, stand, walk and bend. Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects. Must see well enough to read computer screens and manuals.

Noise: Very Quiet	Quiet	Moderate	Loud Noise	Very Loud Noise
Yes	Yes	Yes	Yes	Yes

Specific Noise Duties

Hear well enough to understand verbal and telephone communications; hearing aid acceptable. Speak well enough to politely and effectively communicate with co-workers and general public. Exposure to a general office environment.

Comments

Must be willing to work overtime, wear appropriate office attire, and travel occasionally.

IT Technician

Job Specifications

Knowledge of computing hardware and software.
Knowledge of operating systems and networks.
Knowledge of phone systems.
Knowledge of programmable HVAC.
Knowledge of time and attendance software.
Ability to troubleshoot hardware and software.
Ability to communicate effectively orally and in writing.
Ability to conduct workshops and training.
Ability to build, repair and service a variety of technology equipment.

Education

High School Diploma or GED equivalent. Post-secondary training in electronics, networking and technology.

Work Experience

Experience in all of the above preferred.

Licenses

Valid Alabama Drivers' License. Must be insurable.

Preferences

Previous Information Technology experience.

Approved

Dale County Commission



202 Hwy 123 South, Suite C, Ozark, AL 36360

Commission Chairman

Steve McKinnon

Commissioners

Chris Carroll *District 1*
Donald O. Grantham *District 2*
Charles W. Gary *District 3*
Frankie Wilson *District 4*

County Administrator

Cheryl Ganey

August 9, 2022

Re: Across the Board Raise

Effective September 7, 2022, the Dale County Commission grants a 15% cost of living adjustment to all County employees, full or part-time, except those in the General Excluded Service. Cost of living adjustments for elected officials shall be in accordance with the terms of the Omnibus Pay Bill.

**AGREEMENT TERMS FOR
INMATE COMMUNICATION SERVICES**

**Dale County Commission
INMATE COMMUNICATION SERVICES AGREEMENT**

INTRODUCTION

Inmate Calling Solutions, LLC d/b/a/ICSolutions, with its principal place of business located at 2200 Danbury Street, San Antonio, TX 78217 (hereinafter "Vendor") and the Dale County Commission, with its principal place of business at 202 Highway 123 South, Suite C, Ozark, Alabama 36360 (hereinafter "Customer") hereby agrees to execute this Inmate Communication Services Agreement ("Agreement"), effective August 1, 2022 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to Request for Proposal #2021-09-07 ("RFP"), Customer hereby awards this Agreement to Vendor and provides Vendor the exclusive right and privilege to install and operate all inmate communication services (Inmate Telephone Services and Video Visitation Services) and related equipment at Customer's facility ("Facility"). **Attachment 1 – Mandatory Requirements** of the RFP is hereby incorporated into the Agreement and attached hereto as **Attachment 1 – Mandatory Requirements**. Details surrounding Customer's Facility and required equipment is found in **Attachment 1, Section H (Facility Specifications)**.
- 1.2. Vendor shall provide a turn-key inmate telephone system (ITS) which shall include inmate telephones and audio recording of visitation sessions. Vendor shall, at no cost to Customer, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to make free, collect/direct bill, pre-paid and/or debit local, long distance and international calls and conduct visitation sessions from the Facility pursuant to the terms set forth herein.
- 1.3. Vendor shall provide a turnkey video visitation solution (VVS) which shall include, without limitation, automated scheduling software, and completion of video visitation sessions. Vendor shall install and operate all video visitation stations and related equipment. Vendor shall, without cost to Customer, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete video visitation sessions with inmates from the Facility.

2. TERM

- 2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of 3 years with an expiration date of July 31, 2025 ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. This Agreement will not automatically renew.

3. VENDOR RESPONSIBILITIES

- 3.1. Vendor shall agree to all terms and conditions set forth in this Agreement, and Vendor shall agree to the specifications, including, but not limited to, the features and functionalities of ITS and VVS listed in **Attachment 1 - Mandatory Requirements**. If Customer designates an agent to act on Customer's behalf ("Designated Agent"), Vendor shall follow Customer's direction in working with such Designated Agent.

NEGOTIATED TERMS

4. MINIMUM ANNUAL GUARANTEE

- 4.1. Vendor shall pay Customer a Minimum Annual Guarantee (MAG) in the amount of \$25,000 for each year under this Agreement. If the total revenue share paid to Customer for Gross Revenues from August 1st through July 30th of each year of the Agreement, and any renewal terms, are less than the MAG, the difference shall be due to Customer or its Designated Agent on or before August 30th of each year.

5. UPFRONT SUPPLEMENTAL PAYMENT

- 5.1. Vendor shall pay Customer an upfront supplemental payment in the amount of \$5,000 within 5 days of the date the Agreement is executed by both parties.

6. REVENUE SHARE, PAYMENT AND REPORTING

- 6.1. Pursuant to Vendor's Proposal to RFP #2021-09-07, 7.1. Vendor shall pay Customer 70% revenue share on Gross Revenue generated by inmate telephones and the completion of inbound voicemail messages generated by and through the ITS. ITS Gross Revenue is defined in **Attachment 1, Section I (RATES, FEES AND REVENUE SHARE), Subsection 1 (ITS RATES, FEES AND REVENUE SHARE)**.
- 6.2. Pursuant to Vendor's Proposal to RFP #2021-09-07, 7.2. Vendor shall pay Customer 50% revenue share on VVS Gross Revenue generated by the completion of scheduled remote video visitation sessions generated by and through the VVS as defined in **Attachment 1, Section I (RATES, FEES AND REVENUE SHARE), Subsection 2 (VVS RATES, FEES AND REVENUE SHARE)**.
- 6.3. Customer reserves the right to recoup from Vendor certain administrative and operational expenses ("Cost Recoupment Payment") in connection with the provision of inmate communication services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by Vendor. Customer may accompany the Cost Recoupment Payment invoice with a supporting report documenting the administrative and operational expenses incurred by Customer in association with inmate communication services covered by the Cost Recoupment Payment. Customer does not require a Cost Recoupment Payment upon execution of the Agreement. In the event Customer wishes to utilize its option to implement the Cost Recoupment Payment, then, at Customer's request, Customer and Vendor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to Customer to document Customer-imposed Cost Recoupment Payment. If Vendor and Customer are unable to mutually agree on such an agreement amendment within 30 days of Customer's request, then Customer may terminate the Agreement at its sole discretion and without penalty or liability to Customer, and Customer may select another provider.

7. RATES AND FEES

- 7.1. Unless specifically stated otherwise, both parties herein mutually agree upon the rates and fees for inmate telephone calls and video visitation sessions as detailed in **Attachment 1, Section I (Rates, Fees and Revenue Share)**.

8. ADDITIONAL TECHNOLOGY

- 8.1. Vendor shall supply the following additional technologies that shall have all of the features and requirements as specified **Attachment 1, Section E (ITS Requirements)**:
 - 8.1.1. Voice biometrics and data analytics; and
 - 8.1.2. Inbound Voicemail.
- 8.2. Vendor shall supply the following additional services and/or technologies, to be available on the inmate VVS kiosks with the initial implementation, including all features and requirements as specified **Attachment 1, Section F (VVS Requirements)**:
 - 8.2.1. Electronic messaging via VVS stations; and
 - 8.2.2. Electronic submission of requests and grievances via VVS stations.
- 8.3. Vendor shall supply the following additional technologies that shall have all of the features and requirements as specified **Attachment 1, Section G (Additional Technology)**:
 - 8.3.1. Lobby kiosk.

9. RECONCILIATION

- 9.1. Customer, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days' written notice, to fully reconcile or examine any and all of Customer information pertaining to this Agreement. Customer retains the right to have another independent Agency of Customer's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- 9.2. Vendor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for both the ITS and VVS. The records shall include all CDRs, direct-bill billing files and associated invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of this Agreement and for no less than 2 years after the term of this Agreement.
- 9.3. Vendor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due Customer at least 5% above the amount otherwise paid for the period reconciled, Customer's reasonable cost of reconciliation, all within 30 days of the resolution date. If the agreed upon amounts are not paid within 30 days, the amounts due to Customer will accrue interest at the rate of 1.5% per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

10. ASSIGNMENT AND MERGERS/ACQUISITION

- 10.1. The services to be performed under the Agreement shall not be assigned, sublet, or transferred without 30-days advance written notification to Customer and then only upon Vendor's receipt of Customer's written consent.

- 10.2. Upon receipt of Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Customer may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon Customer's written notice thereof to Vendor (i) to any affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business or assets; (iii) pursuant to any merger, acquisition, or reorganization; or (iv) as part of a bona fide pledge to a third-party lending institution of collateral of the assignor's rights hereunder.
- 10.3. If during the Agreement term and any renewal term(s), Vendor merges or is acquired by another entity, the following documents must be submitted to Customer.
 - 10.3.1. Corporate resolutions prepared by Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes.
 - 10.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 10.3.3. Other documentation requested by Customer.
- 10.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

11. TERMINATION/DEFAULT

- 11.1. In the event Vendor fails to perform any terms or conditions of the Agreement, Customer may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**.
- 11.2. The Agreement between Customer and Vendor may be terminated by Customer upon 90-days written notice from Customer to Vendor without penalty. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**. In the event that Customer terminates the contract for convenience prior to completion of the base contract term, then Customer shall reimburse Vendor for a pro-rata portion of the video visitation system's cost for each month that would have otherwise remained in the full 3-year term.
- 11.3. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of this Agreement, which change affects (i) the rates permitted to be charged by Vendor to inmates under the Agreement; (ii) the right of Customer to recover its costs; or (iii) the ability for Vendor to pay to Customer the revenue share, fees (including but not limited to the cost recoupment payment) or other cost recovery mechanisms, then, at either party's request, Vendor and Customer will negotiate in good faith an amendment to the Agreement reasonably acceptable to both parties while remaining compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Vendor and Customer are unable to mutually agree on such an amendment within 30 days of the request, then either party may terminate the Agreement at its sole discretion and without penalty or liability to the other party, and Customer may select another inmate communication services provider.

INDEMNIFICATION

- 11.4. Vendor shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (i) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (ii) the operation of Vendor's business or the inmate communication services; (iii) any breach by Vendor of its obligations hereunder; or (iv) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands or liabilities are due to the negligence of Customer, its agents or employees.
- 11.5. Customer agrees to provide Vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. Customer will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.
- 11.6. In the event any infringement claim is made or threatened against Customer, or injunctive relief is granted to a claimant, Vendor shall at its sole cost and expense (i) obtain the right for Customer to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, Customer may terminate this Agreement upon providing 60 days written notice to Vendor and Vendor shall be responsible for all of Customer's costs and expenses of whatever nature or kind in connection therewith.
- 11.7. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

12. INSURANCE

- 12.1. During the period of the Agreement, Vendor at its own expense agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Alabama and in a standard form approved by the Board of Insurance Commissioners in the State of Alabama. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Customer from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor subject to insurance policy terms and conditions.
- 12.2. Vendor shall provide Customer with 30 days advance written notice of cancellation or material changes in said insurance.
- 12.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 12.4. Vendor shall provide Customer a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show Customer as an additional insured and shall include a waiver of subrogation.

Automobile Liability	
Bodily Injury – Each Person	\$250,000.00
Bodily Injury – Each Accident	\$500,000.00
General Liability	
Bodily Injury or Death – Each Person	\$1,000,000.00
Property Damage – Per Incident (Resulting in Injury/Destruction of Property)	\$500,000.00
Excess Liability	
Umbrella Form	\$1,000,000.00
Worker’s Compensation	Statutory

12.5. Customer agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against Customer arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.

12.6. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this Agreement, Vendor must:

12.6.1. Provide a certificate of coverage, for all persons providing the services defined in this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Alabama Labor Code.

12.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor current certificate of coverage ends during the duration of the project.

12.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter; and

12.6.4. Notify Customer in writing, within 10 business days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

13. DISCREPANCY

13.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its attachments, RFP #2021-09-07 and its attachments, and Vendor’s Proposal, the discrepancy or conflict shall be resolved as follows.

13.1.1. The specific provisions of the Agreement Terms (and its attachments) will prevail over the RFP and its attachments.

13.1.2. The RFP and its attachments will prevail over Vendor’s Proposal.

13.2. Exceptions or objections to specific RFP provisions in Vendor’s Proposal that have not been explicitly accepted by Customer in writing shall not be included in this Agreement and shall be given no weight or consideration.

14. SUBCONTRACTS

- 14.1. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and Customer and to ensure that Customer is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.
- 14.2. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein. Vendor shall identify any subcontractors used to provide services under this Agreement.
- 14.3. In the event of unsatisfactory performance, as determined by Customer, Customer may request to substitution of a subcontractor utilized by Vendor to fulfill the obligations under this Agreement.

15. FORCE MAJEURE

- 15.1. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

16. NOTICE

- 16.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received 5 business days after it is deposited in a U.S. Postal Service depository.

FOR CUSTOMER:

Dale County Commission
Attn: Cheryl Ganey
202 Highway 123 South, Suite C
Ozark, AL 36360

FOR VENDOR:

Inmate Calling Solutions, LLC
Attn: Chris Markham
2200 Danbury Street
San Antonio, TX 78217

17. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 17.1. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable Alabama state laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. Customer reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility. Customer may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.

- 17.2. Vendor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 17.3. Vendor shall comply with Alabama State Law Act No. 2011-535.

18. MISCELLANEOUS TERMS

18.1. Independent Vendor

Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control over the manner or method by which Vendor or its subcontractor perform under the Agreement.

18.2. Interpretation

This Agreement shall be interpreted under, and governed by, the Laws of the State of Alabama. The parties hereto agree that any action relating to this Agreement shall be instituted in a Federal Court in Dale County, Alabama.

18.3. Severability

If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted, and all remaining provisions shall remain in full force and effect.

18.4. Entirety, Waiver, and Modification

This Agreement, together with any attachments, represents the entire understanding between Customer and Vendor (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

18.5. Confidentiality

18.5.1. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been

independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

- 18.5.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

18.6. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of 60 days shall be governed by and interpreted in accordance with the laws of Alabama without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of Alabama courts.

18.7. Limitation of Liability.

In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

18.8. Vendor Costs and Taxes and Fees on Services

It is expressly understood that Customer is not responsible in any way, manner, or form for any of Vendor's costs, including but not limited to, taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs, or other costs related to any and all Vendor's services. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including, but not limited to, any and all taxes as applicable for the inmate communication services such as collect/direct bill, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions.

19. LIQUIDATED DAMAGES

- 19.1. Vendor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to Customer; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and

on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by Customer to Vendor. Payments due Customer for the invoiced amount(s) shall be due within 30 days of Vendor's receipt of the invoice.

LIQUIDATED DAMAGES	
Description	Amount
<p>All Inmate Communication Services Any charges/fees added to the called party's bill or account or inmate without the express written consent of Customer. Any changes to the fees/charges applied to end-user's bill for deposits on the Lobby Kiosks without the express written approval of Customer. Vendor must issue refunds to all overcharged end-users within 5 business days; a list of the issued credits must be provided to Customer as documentation. Vendor shall issue refunds for overcharges on cash deposits by crediting the amount of the overcharge to the inmate account for which the deposit was made.</p>	<p>\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p> <p>\$5.00 per kiosk deposit transaction with unauthorized fees/charges applied to end-user's bill plus refund of the overcharged amount to end-user's credit/debit card or to inmate's account for cash deposits.</p>
<p>All Inmate Communication Services Unauthorized free calls, free video visitation sessions or other authorized paid transactions completed by Vendor without charge.</p>	<p>\$2.00 per completed, unauthorized free call, video visitation session or other transaction.</p>
<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Kiosks transaction detail reports and/or all other reports not containing the required fields, received by Customer after the date specified in Attachment 1, Section A (General Conditions). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Vendor and to Customer's reasonable satisfaction, within 30 days of receipt of notification of a discrepancy from Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of Customer and/or any legal course of action Customer elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment 1, Section A (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Vendor, for each day where the CDR report does not contain all of the fields and information identified in Attachment 1, Section A (General Conditions).</p>
<p>All Inmate Communication Services Any changes to the rates/fees for ITS, VVS, electronic messaging or touchscreen payment kiosks fees without the express written approval of Customer, may make Vendor liable for liquidated damages. Vendor must issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to Customer as documentation. Customer will not issue a refund of revenue-share for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session, electronic message or touchscreen which was rated/charged using the unauthorized rates(s).</p>

LIQUIDATED DAMAGES (Continued)	
Description	Amount
<p>All Inmate Communication Services Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls, video visitation sessions or messaging transmission without the express written consent of Customer.</p>	\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.
<p>All Inmate Communication Services Due to Vendor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	\$500.00 per day for each day the after the agreed-upon date until the installation is complete.
<p>All Inmate Communication Services Vendor shall be responsible for resolving any reported repairs, replacements or service quality issues within 10 days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor may be liable for liquidated damages.</p>	\$500.00 for each day after the Cure Period and for each reported repair or replacement that Vendor fails to resolve, until each reported repair or replacement is resolved by Vendor.
<p>All Inmate Communication Services When Customer suffers one or more lost, unrecoverable, or un-useable inmate call, video visitation session recording(s), or electronic messages. Customer agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings.</p>	\$1,000.00 per occurrence.
<p>All Inmate Communication Services Vendor shall adhere to Customer's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications that affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Vendor.</p>	\$500.00 per occurrence.
<p>All Inmate Communication Services Vendor shall adhere to Attachment 1, Section D (General Installation Requirements) when transferring attorney telephone numbers from the incumbent's system to Vendor's system. Calls to attorney telephone numbers shall not be recorded. Should an attorney call be recorded due to Vendor's failure to properly transfer and format the inmate numbers or Vendor enters the attorney number without formatting the number as privileged or do not record, may result in liquidated damages incurred by Vendor.</p>	\$1,000.00 per occurrence

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

Dale County Commission

Inmate Calling Solutions, LLC



Authorized Signature

Authorized Signature



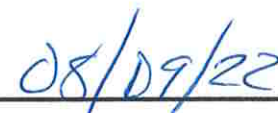
Typed or Printed Name

Typed or Printed Name



Title

Title



Date

Date

RESOLUTION--ACT 2022-229

(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the Dale County Commission,
through its governing authority, elects to come under the provisions of
Section 2 of Act 229 of the Regular Session of the 2022 Legislature.

The Dale County Commission agrees to provide
all funds necessary to the Employees' Retirement System to cover the
cost of the one-time lump sum payment as provided for by this Act for
those eligible retirees and beneficiaries of deceased retirees of
Dale County Commission with the
aforementioned lump sum payment being paid in October 2022.

CERTIFICATION

I, Steve McKinnon, Chairman, Dale County Commission, hereby certify that
the foregoing is a true and correct copy of the Resolution passed
on this 09th day of August, 2022.



Signature of Official

Chairman
Official Title

Teachers
Luther P. Hallmark, Chair
John R. Whaley, Vice Chair



Employees
State State Police Public Judicial
Kay Ivey, Chair
James E. Fibbe, Vice Chair

THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO

Jo Moore, Deputy Director for Administration

R. Marc Green, Deputy Director for Investments

May 11, 2022

DALE COUNTY COMMISSION
MAIN OFFICE
202 SOUTH HWY 123 SUITE C
OZARK, AL 36360

Unit Code: EDCC

Act 2022-229 of the Regular Session of the Alabama Legislature provides your agency with the opportunity to grant a one-time lump sum payment to retired members and beneficiaries of deceased retirees who retired prior to March 1, 2022 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on September 30, 2022.

The Act provides for the retiree to receive a one-time lump sum payment of \$2.00 for each month of service credited to the retiree's account or a beneficiary of a deceased retiree. Payment will be made in October 2022 separate from the monthly retirement direct deposit.

If your agency elects to grant the 2022 one-time lump sum payment, your estimated cost is **\$38,456.00** which will require **0.93%** to be added to your agency's employer contribution rate effective for the one year period from October 1, 2023 – September 30, 2024, or you may submit a one-time lump sum payment remitted with the resolution to cover the cost.

To grant the provisions of Act 2022-229 for retirees and beneficiaries of your agency, the governing authority of your agency must adopt and submit a Resolution. A fillable form Resolution can be found on the RSA website at https://www.rsa-al.gov/uploads/files/2022_Lump_Sum_Resolution_Retiree_fillable.pdf. **Resolution to adopt the provisions of Act 2022-229 must be received by the ERS no later than August 31, 2022.** Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2022-229, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,
William F. Kelley, Jr.
Director
Employees' Retirement System



SAIN
ASSOCIATES

WORK AUTHORIZATION #1

TO:	Mayor Robert Borland Town of Pinckard 1309 Hwy 134 Pinckard, AL 36371	DATE:	July 6, 2022
FROM:	Paul Gilliam, P.E., PTOE Sain Associates, Inc. Two Perimeter Park S, Suite 500E Birmingham, AL 35243	PROJECT #:	200154
		SUBJECT:	SR-123 Travel Forecasting Study

I. SCOPE

Sain Associates will provide professional transportation planning services to support the Town of Pinckard and ALDOT with travel demand modeling efforts in support of the SR-123 Study. The study will evaluate the regional system impacts and develop forecasts for widening and improving SR-123 between Ozark and Hartford.

General Scope of Services

1. Model Expansion
2. Travel Demand Forecasts
3. Meetings
4. Documentation/Recommendations

General Study Area Description

The proposed study area is illustrated on the following page.

Description of Scope of Services

1. Model Expansion

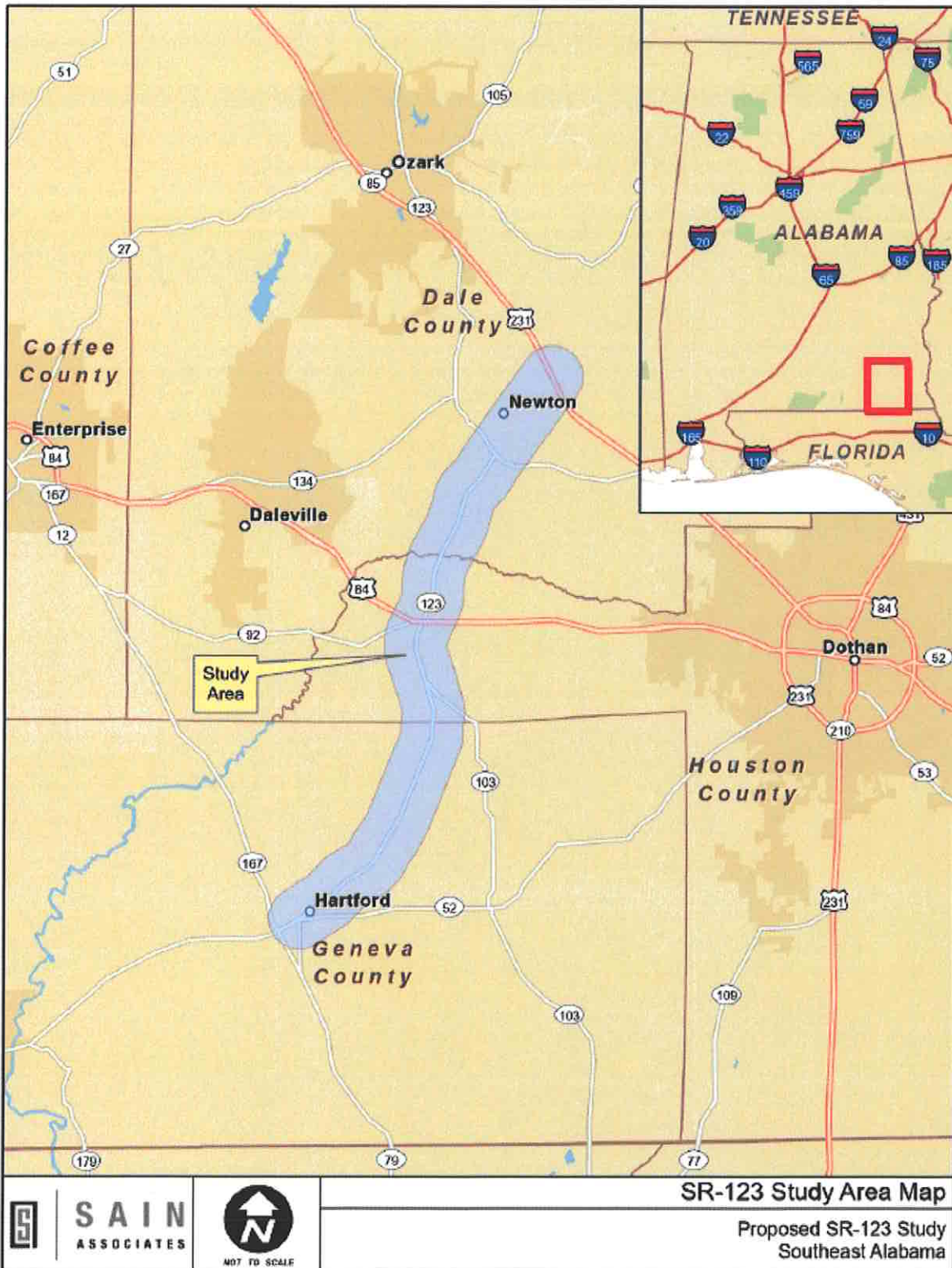
Sain will make the necessary adjustments to the highway networks, demographic files, and model scripts/applications to expand the existing SWAMPO travel demand model west of SR-123 (approximately 2 miles west of SR-123). This model expansion will include:

- Adding additional highway network to the existing travel demand model. This will include coding in the highway functional class, the number of lanes by direction, speed, and area type attributes. Additional centroid loadings will be added to the highway network to properly load the revised network based on existing and future land use conditions.
- Updating the demographic files for the base year and horizon year to reflect the expanded highway network. Socioeconomic data, including population, households, retail employment and non-retail employment will be estimated from U.S. Census, Bureau of Labor Statistics, InfoUSA, and any relevant information in existing land use and/or comprehensive plans.

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- Update the existing model scripts and application files to run the revised model geography. This will include all necessary model script debugging and tests which will include running the model on different computers and directories.
- A validation of the updated travel demand model will be conducted. This task will consist of a screenline assessment of the travel demand model daily volumes compared to existing daily counts at the same locations. As travel behavior in the year 2020 was impacted by COVID, traffic counts from the years 2019 and 2021 will be used for model validation purposes.

Updating and expanding the SWAMPO model also benefits SWAMPO and the local jurisdictions in the region by allowing them to evaluate future growth patterns and transportation projects in the rapidly growing west side of the Dothan region.

2. Travel Demand Forecasts

The updated travel demand model will be used to develop the year 2045 daily forecasts for the SR-123 corridor. The forecasting analysis will include a summary of daily volumes along the SR-123 corridor as well as changes in volumes to other facilities in the Dothan region. A preliminary recommendation on the feasibility of the project will be prepare based on the forecasting results.

3. Meetings

For the purposes of preparing a fee, our budget includes preparation for and attendance at one virtual and one in-person meeting with the City and ALDOT.

4. Documentation/Recommendations

Sain will document the model validation and travel demand forecasting results in a technical memorandum.

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you:

- Traffic capacity analysis
- Safety analysis
- Public engagement
- Concept design
- Environmental evaluations

II. BUDGET

We propose to provide the services on a lump sum fee basis. Expenses are included in the lump sum fees.

Network Coding	Lump Sum \$22,000
Demographic Files	Lump Sum \$22,000
Model Scripting/Debugging/Validation.....	Lump Sum \$10,000
Travel Demand Forecasts.....	Lump Sum \$8,700
Meetings preparation and attendance (2).....	Lump Sum \$2,000
Documentation/Recommendations	Lump Sum \$10,500
TOTAL	\$75,200

III. STATUS

We are available to start work immediately. We anticipate completing the study by the end of 2022.



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IV. PROPOSAL LIMITATIONS

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn.

Sincerely,

SAIN ASSOCIATES, INC.



Paul Gilliam, P.E., PTOE
Senior Project Manager/Associate |
Transportation

OFFERED:

SAIN ASSOCIATES, INC.

BY: Becky White, PTP
Sr. Principal | COO

Signature of Authorized Representative

Date: _____

ACCEPTED:

TOWN OF PINCKARD

BY: _____

Signature of Authorized Representative

Print Name & Title

Date: _____



SAIN
ASSOCIATES

**SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS**

Rates:

Principal	\$190.00 - \$275.00 per Hour
Engineer/Planner	\$98.00 - \$148.00 per Hour
Senior Engineer.....	\$150.00 - \$210.00 per Hour
GIS Professional	\$125.00 - \$135.00 per Hour
Designer.....	\$87.00 - \$125.00 per Hour
Surveyor	\$100.00 - \$140.00 per Hour
Survey Crew (1-Person).....	\$100.00 per Hour
Survey Crew (1-Person + Robot)	\$150.00 per Hour
Survey Crew (2-Person).....	\$175.00 per Hour
Survey Crew (3-Person).....	\$215.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 - \$75.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are included within Consultant's basic fee.

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



To: The Dale County Commission

From: Chief Jamie Gatlin

At the first of this year our primary fire truck experienced a major engine issue taking it out of service, according to our mechanic it would cost around \$20000 to rebuild or replace the engine, which is close to the value of the truck. Another truck, our tanker/pumper was also experiencing major issues with pump and as of now it will not pump at all. We developed a plan to replace both trucks using \$25000 of our money, \$50000 we borrowed and \$75000 from the City of Level Plains.

Just like the used car market the used fire truck market is "crazy" for lack of a better word, prices are up and inventory is down. We searched for months and finally was able to purchase the used engine for which I have attached the information on. Being a used truck of course it needs some minor repairs and equipment like radios and having our name put on it. We currently have about \$75000 in it and will have close to \$80000 in the truck by the time we get it in service. Once this engine is in service, we will move on to trying to replace the tanker/pumper.

Anything the Commission can do to assist us in these projects will be greatly appreciated, like all of our county volunteer fire departments we run on a very tight budget.

Thank you for your consideration.

Sincerely,



Level Plains Volunteer Fire Chief

Jamie Gatlin