



## ***Dale County Commission***

### **Commission Meeting Minutes – June 27, 2023**

The Dale County Commission convened in a regular session Tuesday, June 27, 2023. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

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

#### **APPROVED – AGENDA, MINUTES, & MEMORANDUM OF WARRANTS**

Commissioner Carroll made a motion to approve the agenda, memorandum of warrants, and minutes:

##### Memorandum of Warrants:

- Accounts Payable Check Numbers 96488 – 96575.
- Payroll Check Numbers: 154916 – 154918.
- Direct Deposit Check Numbers: 425240 - 425384.

Minutes: Commission Meeting of June 13, 2023.

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

**APPROVED - PERSONNEL**

Commissioner Wilson made a motion to approve the following:

- Jessica Nicole Thomas – New Hire – Custodian – Maintenance
- Ashley Marie Lopez – New Hire – Certified Deputy/Transport - Jail

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

**APPROVED – SOLID WASTE SOFTWARE AGREEMENT**

Commissioner Carroll made a motion to approve a software agreement with Harris.  
See Exhibit 1.

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

**APPROVED – ADEM GRANT – STORM WATER PROJECTS**

Commissioner Wilson made a motion to approve an ADEM Grant for storm water projects.  
See Exhibit 2.

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

**APPROVED – PERSONNEL POLICY ADDENDUM**

Commissioner Carroll made a motion to approve the 10-day posting of an addendum regarding Longevity Pay to the Dale County Personnel Policies and Procedures Handbook.  
See Exhibit 3.

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

**APPROVED – BUDGET AMENDMENTS**

Commissioner Grantham made a motion to approve the following budget amendments for the expenditures for Funds 031-\$150,000 and 029-\$30,000.

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

**APPROVED – ARPA – SHERIFF OFFICE REMODEL**

Commissioner Grantham made a motion to approve an ARPA project for the remodel of the Sheriff's office with estimated expenditures of \$400,000.

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

**APPROVED – CAPITAL ASSET**

Commissioner Wilson made a motion to approve the following:

- Transfer Asset #4092 – 2010 – Chevy – HHR – VIN# 3GNBAADBXS523986, from Commission office to Sheriff Department

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

**APPROVED – ARPA – IAC REVIEW – R&B EQUIPMENT**

Commissioner Enfinger made a motion to approve the IAC review for possible ARPA expenditure for equipment for Road & Bridge – Side Cutter.

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, July 11, 2023, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Wilson 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.



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Steve McKinnon, Chairman

**PURCHASE AGREEMENT**



Date: March 8, 2023  
 Contract #: JMB-DALEAL-030823  
 Effective To: July 7, 2023  
 Prepared By: Jessica Blackwell

This understanding between Dale County at 202 S. Highway 123, Suite C, Ozark, AL 36360 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
<b>ANNUAL SUBSCRIPTION SERVICES (RECURRING ANNUAL FEES):</b>			
1	MyGovHub - Online Utility Portal - Annual Subscription - SmartFusion	\$2,100.00	\$2,100.00
1	MyGovHub - eBill Notifications* - Annual Subscription - SmartFusion	\$500.00	\$500.00
1	MyGovHub - Transaction Fee	\$0.00	\$0.00
<b>Total Annual Subscription Services:</b>			<b>\$2,600.00</b>
<b>SOFTWARE LICENSES (ONE-TIME FEES):</b>			
1	Cash Collections Solution - SmartFusion	\$2,470.00	\$2,470.00
<b>Total Software Licenses:</b>			<b>\$2,470.00</b>
<b>PROFESSIONAL SERVICES (ONE-TIME FEES):</b>			
1	MyGovHub Installation/Configuration & Admin Training - SmartFusion	\$1,500.00	\$1,500.00
1	MyGovHub eBill Notification Setup Fee - SmartFusion	\$400.00	\$400.00
1	Utility Billing Master Data Conversion - SmartFusion	\$6,000.00	\$6,000.00
1	Utility Billing History Data Conversion - SmartFusion	\$5,200.00	\$5,200.00
5	Utility Billing & Cash Collections Installation/Training - SmartFusion	\$1,365.00	\$6,825.00
1	Project Management - SmartFusion	\$585.00	\$585.00
<b>Total Professional Services:</b>			<b>\$ 20,510.00</b>
<b>TOTAL:</b>			<b>\$ 25,580.00</b>
<b>TOTAL RECURRING ANNUAL SUBSCRIPTION SERVICES:</b>			<b>\$2,600.00</b>
<b>TOTAL RECURRING ANNUAL MAINTENANCE - CASH COLLECTIONS:</b>			<b>\$544.00</b>
<b>TOTAL RECURRING ANNUAL MAINTENANCE - UTILITY BILLING:</b>			<b>\$1,450.00</b>

**PRICING NOTES:**

- All "ANNUAL SUBSCRIPTION SERVICES" line items and "TOTAL RECURRING ANNUAL MAINTENANCE" (CASH COLLECTIONS & UTILITY BILLINGS) fees recur annually for a total of \$4,594.00 annually and will be added to coincide with your current maintenance agreement.
- All "SOFTWARE LICENSES" and "PROFESSIONAL SERVICES" line items are one-time charges only.
- If onsite training is preferred by customer (and available/approved by Harris), additional expenses for travel (lodging, mileage, and per diem) will apply and will be billed separately.
- Additional transactional rates and/or miscellaneous fees may apply. Current rates/fees from our online payment vendor will be discussed once the project moves forward (prompted by returning this signed proposal). Some additional fees can be passed on to the customers at the time of payment.
- For customers to receive notifications letting them know their bill is ready to be viewed/paid online (including a link to view/pay their bill), the "eBill Notifications" subscription would be necessary.\*

To move forward with this purchase, please return a signed copy of this proposal before **July 7, 2023** to [jblackwell@harriscomputer.com](mailto:jblackwell@harriscomputer.com). We greatly appreciate your continued support and business!

# PURCHASE AGREEMENT

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

## AGREEMENT TERMS AND CONDITIONS:

### 1. Definition

**a. Software Applications** "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

### 2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days. Professional Services and any applicable travel and lodging expenses shall be billed monthly as the work is performed. State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

### 3. Delivery Media Type: CD-ROM or Electronic Transfer

### 4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

### 5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- Microsoft SQL Server database
- Microsoft Access database
- Visual FoxPro/DBase (DBC/DBF)
- Excel Spreadsheets - with flat data (one record per row/CSV)
- Delimited ASCII files (pipe "|" delimited preferred)

# **PURCHASE AGREEMENT**

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

**60 Day Integrity Window** - it is our goal to get your data right, thus you as a Client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.

## **6. Maintenance and Support Fees**

Maintenance and Support fees ("MSF") include all program updates, enhancements, and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

## **7. Additional Customization(s)**

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$195.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

## **8. Forms**

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-ninety-five dollars (\$195) per hour.

## **9. Professional Services**

Additional professional services are available on-site or virtually. Virtual work is billed at \$195.00 per hour. On-site work is billed at \$1365.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

**Scheduling:** Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

# PURCHASE AGREEMENT

## 10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

## 11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- The Purchaser may not sublicense, rent, lease, or assign the Software Applications.
- No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

## 12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense in order to facilitate the achievement of Completion of Services.

c. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

## 13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

# PURCHASE AGREEMENT



### 14. Limitations on Liability

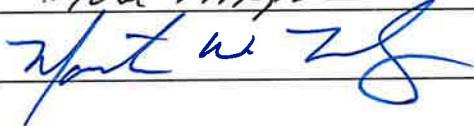

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim for patent or copyright infringement with respect to Licensed Software.

### 15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name:  Title: 

Name:  Title: 

The following individuals are authorized to sign off on change orders on Harris's behalf:

Jason Kelly - Director of Professional Services  
 Sakura Gibson - Professional Services Manager  
 Ben Culbertson - Vice President of Sales

### 16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

### 17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Alabama. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Alabama in any dispute arising out of or related to this agreement.

### 18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.



# PURCHASE AGREEMENT

PURCHASER: DALE COUNTY (AL)

By: Steve Milgram Date: 06-27-23

Title: Chairman

**Purchaser's Project Leader:**

Contact Name: Matthew W. Murphy

Contact Title: County Engineer

Email Address: matthew.murphy@dalecounty.al.gov

Phone #: 334-774-5875

**Purchaser's Accounts Payable Dept Information:**

Billing Address: 202 Hwy 123 South Suite C  
Ozark, AL 36360

Accounts Payable Contact: Cristal Gullledge

Phone & Fax #: 334-774-6025

Alternate Contact: Cristal.gullledge@dalecounty.al.gov

RESOLUTION

County of Dale  
State of Alabama

WHEREAS, the County Commission of Dale County, Alabama (the "Commission") is desirous of constructing or improving, by force account, by contract or both, stormwater management solutions on sections of roads included in the Dale County Road System and described as follows:

**CULVERT REPAIR AND REPLACEMENTS VARIOUS SITES**

WHEREAS, Ala. Acts, Act No. 2023-1, allocated a portion of the State's American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds to be provided as state-wide matching grants for investments in water and sewer projects eligible under 31 CFR 35.6.(e)(1)(i), (ii), (iii), and (v), to include stormwater projects; and

WHEREAS, the Alabama Department of Environmental Management ("ADEM") is charged with the administration of the award of these funds to counties and other eligible entities; and

WHEREAS, ADEM has announced the availability of these funds for matching grants of up to \$150,000.00 per Alabama county to implement eligible stormwater projects; and

WHEREAS, the County intends to apply to ADEM for matching grant funding in the amount of \$150,000.00 for the construction of the above-referenced stormwater project; and

WHEREAS, the County wishes to commit sufficient funds and/or other resources to satisfy the thirty-five percent required local match for this grant funding.

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

1. The Commission hereby authorizes the submission of the grant application described herein and agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project and the award of grant funds by ADEM for the project.
2. The Commission further allocates and authorizes the use of up to \$80,824.00 of its own funds and/or other resources to be used for the construction of the project.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chair on the 27th day of June, 2023

  
Steve McKinnon  
Chair, Dale County Commission

# **ADDENDUM**

Dale County Commission

Personnel Policies and Procedures Handbook

**June 27, 2023**

**Changes are in Bold**

- Purpose of Addendum:** (a) Change start of longevity pay increase \$1.00 (one dollar) to be effective on the 1<sup>st</sup> full payroll period in the month following the reaching of the milestone.
- (d) Delete after 29 years of employment with Dale County increase maximum pay to top of pay grade.

## **SECTION XI COMPENSATION AND BENEFITS**

### **PART B COMPENSATION**

#### **No. 1 GENERAL**

##### **Part c.**

##### **Section. (2) (a) (d)**

##### **Change:**

- (a) Employees reaching a five year service milestone (5,10,15, etc...) will receive a One dollar (\$1.00) per hour increase as of **the 1<sup>st</sup> full payroll period in the month** following the reaching of said milestone.
- (d) **Delete**

**POSTED 06/27/2023**

**Dale County Commission Approved \_\_\_\_\_**