



Dale County Commission

Commission Meeting Minutes – September 12, 2023

The Dale County Commission convened in a regular session Tuesday, September 12, 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 Grantham followed with the Pledge of Allegiance.

APPROVED – AGENDA

Commissioner Carroll made a motion to approve the agenda.

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

APPROVED – MINUTES, & MEMORANDUM OF WARRANTS

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

Memorandum of Warrants:

- Accounts Payable Check Numbers 97070 – 97176.
- Payroll Check Numbers: 154930 – 154933.
- Direct Deposit Check Numbers: 426111 - 426248.

Minutes: Commission Meeting of August 29, 2023.

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

APPROVED – PERSONNEL

Commissioner Wilson made a motion to approve the following:

1. Mackinley Green – Jail – Jailer – new hire.
2. Richard Oldham – Sheriff/Jail – Sergeant – transfer.
3. Jimmy Peters – Jail – Corrections Officer – transfer.
4. Steve Brown – Jail – Certified Transport – transfer.
5. Tonja Kruse – Maintenance – Custodian – new hire.
6. Bobby Carpenter – Road & Bridge – Equip Operator II – new hire.
7. William McCoy – Sheriff – PT Pilot – new hire.
8. Franklin Ruiz – Sheriff – Reserve Deputy – transfer.
9. Leonard Bowley – Sheriff – PT Pilot – new hire.
10. Michael Miller – Road & Bridge – Equip Operator I – new hire.

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

APPROVED – FY 24 REAPPRAISAL BUDGET, FUND 120

Commissioner Carroll made a motion to approve 2023-2024 Reappraisal Budget, Fund 120- Exhibit 1.

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

APPROVED – AMENDMENT TO POLICIES & PROCEDURES

Commissioner Grantham made a motion approve a 10-day posting of an amendment to the Dale County Personnel Policy & Procedures Handbook. New Data and Cybersecurity Policy to replace the current information under section XIV-Computer/Email Policy with revised title of Data and Cybersecurity policy. See Exhibit 2.

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

APPROVED – AMENDMENT TO CLASSIFICATION & PAY PLAN

Commissioner Wilson made a motion approve a 10-day posting of an amendment to the Dale County Commission's Classification and Pay Plan. Updated job description for District Administrative Coordinator – Pay Grade X (10). See Exhibit 3.

Commissioner Grantham seconded the motion, all voted aye with the exception of Commission Carroll who abstained. Motion carried.

APPROVED – CAPITAL ASSETS

Commissioner Carroll made a motion to approve to surplus six (6) vehicles from the Sheriff department. Exhibit 4

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

APPROVED – AD

Commissioner Wilson made a motion to approve the purchase of an ad in the amount of \$500.00 for the South Alabama Pro Rodeo Classic.

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

APPROVED – DEPT OF EXAMINERS AGREEMENT

Commissioner Enfinger made a motion to approve an agreement with the Department of Examiners of Public Accounts See Exhibit 5.

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

APPROVED – SOFTWARE AGREEMENT – ROAD & BRIDGE

Commissioner Carroll made a motion to approve a software agreement with Diversified Computer Services, LLC. See Exhibit 6.

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

APPROVED – COPIER MAINTENANCE – ROAD & BRIDGE

Commissioner Wilson made a motion to approve a maintenance contract for a Road & Bridge copier. See Exhibit 7.

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

APPROVED – ARPA – DALE MEDICAL CENTER PARKING LOT

Commissioner Wilson made a motion to approve an expenditure from ARPA funds for the Dale Medical Center Parking lot. See Exhibit 8.

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

APPROVED – ARPA – ROAD & BRIDGE FUEL SYSTEM

Commissioner Grantham made a motion to approve an expenditure from ARPA funds for the Road & Bridge Fuel System. See Exhibit 9.

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, September 26, 2023, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll 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

50 North Ripley Street
Montgomery, AL 36130

revenue.alabama.gov



August 16, 2023

Honorable Eleanor Outlaw
Dale County Revenue Commissioner
PO Box 267
Ozark, AL 36361

Dear Ms. Outlaw:

The Alabama Department of Revenue (ALDOR) has completed a review of the proposed Appraisal & Mapping Budget for FY 2023-2024. The request of \$676,601.40 appears to be in order.

Immediately following the County Commission's review and approval of the budget, the county administrator should send a letter providing the following information:

- Confirmation of the County Commission's approval
- Balance of unencumbered funds as of September 30, 2023 (final reconciled cash balance)
- County Commission's decision on how the balance will be handled **
- Attached copies of the final approved budget and salary listing

*** The amount may either be carried forward to reduce the necessary withholding or refunded for redistribution to the various funds and agencies from which it was withheld. This will be used to determine the amount of withholding ALDOR will approve for the FY 2023-2024 budget. Therefore, it should be provided as soon as the information necessary to do so becomes available.*

These documents should be emailed to Brandon.Causey@revenue.alabama.gov as soon as possible to ensure the withholding information can be provided early in the collections period.

Your assistance and cooperation in this matter is greatly appreciated. If you have any questions, please email or call (334)-242-1534.

Sincerely,

A handwritten signature in blue ink that reads "Brandon Causey". The signature is fluid and cursive, with a large initial "B" and "C".

Brandon Causey, Budgets and Legislation Supervisor
Property Tax Division

Attachment

cc: Ms. Cheryl Ganey, Administrator

Dale County 2023-2024

Reappraisal Budget 2023-2024

Exhibit 1

		2023-2024	
113	Other wages and salary		270,296.00
114	Part-time salaries		15,202.00
116	Overtime		-
121	Retirement Contributions		32,994.00
122	Health Insurance		58,073.00
123	Life Insurance		309.00
124	FICA EMPLOYER'S SHARE		21,841.00
125	WORKER'S COMPENSATION INSURANCE		2,200.00
126	UNEMPLOYMENT INSURANCE		-
127	Cost of Retiree Insurance		2,100.00
141	Dental		1,194.00
154	LEGAL SERVICES-(NEW FOR 2017)		12,000.00
156	EMPLOYEE DRUG TESTING		291.00
164	Auditing Personal Property Contract	Gov'tment Services	26,920.00
170	Training/education		2,000.00
171	Dues	4@100.00	400.00
179	Aerial Photography	3 yr = 160,414.20	53,471.40
181	Flagship / ESRI Services		37,650.00
199	Misc services by others		300.00
211	Office supplies		8,300.00
212	Fuel and lubricants	gasoline increases	4,000.00
224	Postage Machine Rent (new)		1,000.00
233	Repair and maintenance office equipment		1,500.00
234	Repairs and maintenance motor vehicles		1,500.00
241	Contract - Ingenuity software		38,000.00
241	Fox Hill Maintenance	1/3 of 3900.00	15,600.00
241	Fox Hill Email Charges	150.00 x 3	450.00
243	Utilities		2,700.00
251	Telephones		7,300.00
252	Postage		30,000.00
253	Advertising		550.00
255	Cellular Service		1,700.00
256	GPS Object Code		360.00
262	Mileage		2,500.00
264	Room and meals		9,000.00
265	Registrations and training		3,500.00
271	Insurance on building		1,200.00
272	Insurance on motor vehicles (2)		1,100.00
274	General Liability Insurance		2,400.00
409	Subscriptions		700.00
470	Minor office equipment & Furn. \$500-\$4999		4,000.00
541	Direct equipment and furniture		2,000.00
550-551	Purchase new vehicle		-
	total budget		676,601.40



Dale County Commission

Data and Cybersecurity Policy

Document Revision History

Date	Version	Modification	Author
09/12/2023	1.0	Initial release (DRAFT)	Foxhill Information Systems, LLC

Table of Contents

Document Revision History	2
1. Introduction	5
1.1.Purpose	5
1.2.Scope	5
1.3.Roles and Responsibilities	5
1.3.1. Management.....	5
1.3.2. IT Department.....	5
1.3.3. Employees.....	5
2. Policy Elements	6
2.1.Access Control	6
2.1.1. Overview	6
2.1.2. User Accounts	6
2.1.3. Passwords	6
2.1.4. Multi-Factor Authentication (MFA)	6
2.1.5. Additional Controls	7
2.1.6. Access Control Change Management.....	7
2.2.Data protection.....	7
2.2.1. Overview	7
2.2.2. Data confidentiality.....	7
2.2.3. Data integrity	7
2.2.4.Data availability.....	7
2.3.Incident Response (IR)	8
2.3.1. Overview	8
2.3.2. IR Team	8
2.3.3. Roles and responsibilities.....	8
2.3.4. Goals of IR	9
2.4.Risk Assessment and Management	10
2.4.1.Asset Identification	10
2.4.2.Threat Identification	10
2.4.3.Vulnerability Assessment	10
2.4.4.Risk Analysis	10
2.4.5.Risk Evaluation	10
2.4.6.Risk Treatment	10
2.4.7. Implementation of Controls.....	11
2.4.8. Monitoring and Review.....	11
2.4.9. Continuous Improvement	11
2.5.Patch Management	11
2.5.1. What is Patch Management?.....	11
2.5.2.Patch Types	12
2.5.3. Roles and Responsibilities.....	12

3 Social Media Policy and Procedure..... 13

- 3.1 Introduction..... 13
- 3.2 Purpose..... 13
- 3.3 Scope..... 13
- 3.4.1 Social Media..... 13
- 3.4.2 Official County Email Account..... 14
- 3.4.3 County Approved Social Media Site..... 14
- 3.4.4 Social Network..... 14
- 3.4.5 Page..... 14
- 3.4.6 Post..... 14
- 3.4.7 Profile..... 14
- 3.4.8 Comment..... 14
- 3.5 County Social Media Use and Management..... 14
- 3.6 Personal Use of Social Media..... 15
- 3.7 Email and Internet Social Media Usage..... 15

4 Data Retention and Disposal.....16

5 Acceptable Usage Policy.....16

6 Disciplinary Action.....17

7 County and Personal Device Security.....17

8 Email Security..... 18

9 Clear Desk and Screen Security..... 18

10 Remote Access..... 19

11 Privacy..... 19

1. Introduction

In today's world more and more of our business is conducted online, it is vast and growing. The more we rely on technology to collect, store, and manage information, the more vulnerable we become to severe security breaches. A cyber-attack does not only directly threaten Dale County's confidential data, but it may also ruin the relationships with the public and cause severe legal jeopardy to them and Dale County's reputation. The Alabama Data Breach Notification Act of 2018-396 requires counties to implement and maintain reasonable security measures to protect sensitive personally identifying information (SPII) against a breach of security.

1.1.Purpose

The purpose of this policy is to establish guidelines and best practices to ensure the security and protection of information systems and data within the Dale County government institution.

1.2. Scope

This policy applies to all the Dale County employees, contractors, volunteers remote or onsite, and anyone who has permanent or temporary access to Dale County systems, networks, and data.

1.3. Roles and Responsibilities

1.3.1. Management

Management is responsible for ensuring the implementation and enforcement of this policy and providing necessary resources for cybersecurity measures.

1.3.2. IT Department

The IT department is responsible for developing procedures, implementing technical controls, monitoring systems, and responding to security incidents.

1.3.3. Employees

All employees are responsible for adhering to this policy, following security procedures, and reporting any suspected security incidents.

2. Policy Elements

2.1. Access Control

2.1.1. Overview

Access control is a data security process that enables organizations to manage who is authorized to access data and resources. Secure access control uses policies verify users are who they claim to be and ensures appropriate control access levels are granted to users.

2.1.2. User Accounts

Each user should have a unique account with appropriate access rights based on their job responsibilities. Users are prohibited from sharing accounts unless expressly documented and approved by management.

2.1.3. Passwords

All employees must use strong, unique passwords for their accounts and regularly update them. It is suggested that the usage of passwords with a minimum of 8 characters contain a combination of letters, numbers and symbols as is the current requirement. This minimum level of complexity is susceptible to change due to the evolving threat landscape.

2.1.4. Multi-Factor Authentication (MFA)

For MFA, when you sign into the account for the first time on a new device or app, you need more than just the username and password. You need a second factor to prove who you are. A factor in authentication is a way of confirming your identity when you try to sign in. For example, a password is one kind of factor, it's a thing you know. The three most common kinds of factors are:

- **Knowledge-based factor** – Password, answer to a security question, or a memorized PIN.
- **Possession factor** – Smartphone or USB key.
- **Inherence factor** – Fingerprint or facial recognition.

MFA must be enabled for any administrative level access to systems containing sensitive data, remote access, and while using email provided by Dale County.

2.1.5. Additional Controls

- **Firewalls** – We have deployed enterprise-grade firewalls at strategic points within our network infrastructure to monitor and control incoming and outgoing network traffic. The firewalls are configured to enforce strict access control policies, allowing only authorized traffic to pass through while blocking or flagging suspicious or unauthorized connections. We regularly update and patch the firewall systems to ensure they are equipped with the latest security features and defense mechanisms.
- **Intrusion Detection and Prevention** - We employ intrusion detection and prevention systems (IDS/IPS) to monitor network traffic for potential threats or suspicious activities. These systems employ advanced algorithms and threat intelligence to identify and respond to security incidents promptly. When an intrusion attempt is detected, the IDS/IPS takes immediate action, such as alerting IT or blocking malicious traffic.

2.1.6. Access Control Change Management

Any changes to access controls, including the granting or revocation of access, must be documented and approved by designated personnel. Access reviews should also be conducted periodically to limit authorized access.

2.2. Data protection

2.2.1. Overview

Data protection is the process of protecting sensitive personally identifying information (SPII) from damage, loss, or corruption.

2.2.2. Data confidentiality

Data backups are stored encrypted “at rest” ensuring access is granted to authorized employees. Any unauthorized attempts to access sensitive personally identifying information (SPII) must be reported immediately to designated personnel.

2.2.3. Data integrity

Periodic testing of data backups is performed to ensure usability of data if a recovery is needed.

2.2.4. Data availability

Daily and weekly data backups are in place to automatically distribute important data to online and offline storage

locations to
a system failure or malicious
loss.

affect quick recovery in the event of
event causing data

2.3. Incident Response (IR)

2.3.1. Overview

Incident response is the process of dealing with a data breach or cyberattack, including how an organization attempts to control the consequences of such an incident. As referenced above, the Alabama Data Breach Notification Act of 2018-396 requires a written notice be made to affected individuals (and to the Alabama Office of the Attorney General if over 1,000 Alabama residents are notified) within 45 calendar days of a determination that the breach of security is reasonably likely to cause substantial harm to affected individuals. Notice to all consumer reporting agencies is also required “without unreasonable delay” if over 1,000 Alabama residents are notified. The goal is to effectively manage such an incident to minimize damage to the public, county systems and data, reduce recovery time and cost, and control damage to the county’s reputation.

2.3.2. IR Team

In the event of a security breach or other incident, a designated incident response team must be formed and activated. The team must have clear roles and responsibilities and must follow established procedures for notification and communication. The team must work to quickly assess the situation, contain, and mitigate the incident, and restore affected systems and data.

2.3.3. Roles and responsibilities

- **Employees** -- All employees should promptly report any suspected or actual security incidents to the IT department.
- **IT** – Collects and analyzes all evidence, determines root cause, and implements rapid system and service recovery. Documents lessons learned for quality assurance.
- **Management** – Leads the effort of messaging and communications for all audiences, inside and outside the county. Reaches out to

HR/Legal/Law Enforcement for representation and guidance if necessary.

2.3.4. Goals of IR

- **Early Detection:** The primary goal of Incident Response is to detect security incidents as early as possible. Early detection can minimize the impact of a security breach and prevent further compromise.
- **Rapid Response:** Once an incident is detected, the IR team must respond swiftly and efficiently. A rapid response can help contain the incident and prevent it from spreading to other parts of the network.
- **Containment:** The IR team's goal is to contain the incident to limit its impact and prevent further damage. This may involve isolating affected systems, disabling compromised accounts, or blocking malicious network traffic.
- **Investigation and Analysis:** Incident Response involves a thorough investigation to understand the scope and nature of the incident. This includes identifying the attack vectors, the extent of data or system compromise, and the tactics used by the attackers.
- **Mitigation:** After analyzing the incident, the IR team works on implementing mitigation strategies to prevent similar incidents in the future. This could include applying patches, updating security configurations, or improving security awareness training for employees.
- **Recovery:** Incident Response aims to restore affected systems and services to their normal state while ensuring that the restoration is done securely to prevent re-infection.
- **Documentation:** Proper documentation of the incident response process is crucial. This includes capturing all the actions taken during the investigation, response, and recovery phases. Documentation helps organizations learn from incidents and improve their cybersecurity posture.
- **Communication:** Effective communication during an incident is vital. The IR team must communicate with internal stakeholders, such as management, IT staff, and employees, as well as external parties, such as law enforcement agencies; partners, and customers.
- **Continuous Improvement:** Incident Response is an ongoing process that requires constant improvement. After each incident, the IR team should conduct a post-mortem analysis to identify

areas for improvement and adjust their incident response plan accordingly.

- **Compliance and Reporting:** Incident Response often involves complying with legal and regulatory requirements. Proper reporting is necessary for compliance purposes and to keep stakeholders informed about the incident and the actions taken to address it.

2.4. Risk Assessment and Management

2.4.1. Asset Identification

Identify all the assets in the Dale County IT environment that need protection, including hardware, software, data, personnel, and facilities. Categorize them based on their criticality and sensitivity.

2.4.2. Threat Identification

Identify potential cybersecurity threats that could exploit vulnerabilities in the assets. These threats may include hacking, malware, social engineering, insider threats, etc.

2.4.3. Vulnerability Assessment

Conduct a comprehensive vulnerability assessment to identify weaknesses in the IT infrastructure, applications, and processes that could be exploited by threats.

2.4.4. Risk Analysis

Assess the potential impact and likelihood of each threat exploiting specific vulnerabilities to cause harm to the IT assets. Assign a risk rating to each threat based on the combination of impact and likelihood.

2.4.5. Risk Evaluation

Prioritize the identified risks based on their severity and potential impact on the county. This step will help focus on addressing the most critical risks first.

2.4.6. Risk Treatment

Develop risk management strategies to mitigate, transfer, avoid, or accept the identified risks. Some common risk treatment options in the context of cybersecurity include:

- **Risk Avoidance:** Eliminate the risk by discontinuing or not engaging in certain high-risk activities or technologies.
- **Risk Mitigation:** Implement measures to reduce the likelihood or impact of the risk. This could involve implementing security controls, updating software, conducting employee training, etc.
- **Risk Transfer:** Shift the risk to a third party, such as through cybersecurity insurance or outsourcing certain functions to specialized providers.
- **Risk Acceptance:** Choose to accept the risk if the cost of mitigating it outweighs the potential impact or if it's deemed acceptable based on the county's risk appetite.

2.4.7. Implementation of Controls

training
Implement the selected risk treatment strategies and security controls. This may involve investing in cybersecurity tools, updating policies and procedures, and conducting sessions for employees.

2.4.8. Monitoring and Review

controls.
threats and
Continuously monitor the IT environment, analyze cybersecurity trends, and review the effectiveness of implemented controls. Regularly update risk assessments as new vulnerabilities emerge.

2.4.9. Continuous Improvement

the risk
accordingly.
Cybersecurity is an ongoing process, and threats evolve over time. Continuously learn from past incidents and update assessment and management strategies

2.5. Patch Management

2.5.1. What is Patch Management?

deploying
vulnerabilities, fix bugs, and
Patch management procedures are a crucial aspect of maintaining the security and stability of computer systems and software. The process involves identifying, evaluating, testing, and patches and updates to address improve performance.

2.5.2. Patch Types

A patch within the Dale County environment is classified as either an upgrade or an accumulation of fixes to either a known problem/vulnerability or potential problem/vulnerability within an operating or software system. Furthermore, IT will leverage the Dale County patch management infrastructure to deliver tools to help secure Dale County systems and distribute supported third-party software in the form of patches as described below.

A patch is divided into four (4) different categories:

- Category 1 – Security Patches**
- Category 2 – Non-Security Patches**
- Category 3 – Security Tools**
- Category 4 - Software Distribution**

2.5.3. Roles and Responsibilities

- **Management:**
 - Notify IT of criticality of systems and/or if patching will hinder Dale County operations.
 - Ensure employees leave machines on during patching operational windows.
- **IT:**
 - Send notices out to schedule patching operational windows.
 - Stay informed about the latest patches and updates for your operating system, applications, and software. Regularly check official vendor websites, security advisories, and mailing lists.
 - Assess the severity and relevance of each patch to your organization's environment. Focus on critical security updates first.
 - Monitor systems after patch deployment to ensure the patches were successful and did not cause any unexpected problems.
 - Ensure patch management procedures comply with any relevant security policies, regulations, or industry standards (e.g., GDPR, HIPAA, PCI DSS).

- Schedule regular maintenance windows for patching to minimize disruptions and maximize efficiency.
- **Employees:**
 - Comply with IT policy by leaving machines on as directed by Management and IT.
 - Notify Management and/or IT if unexpected system behavior after patching.

3. Social Media Policy and Procedure

3.1 INTRODUCTION

Social media can be an effective communication tool for the county commission and its instrumentalities, departments, and agencies (collectively “County”). Improper usage of social media, however, may impact the County and affect the public trust in and credibility of the County. The County recognizes and respects the rights of its employees to participate in social media platforms. Employees, however, must ensure that their online content is consistent with the County’s standards of conduct.

3.2 PURPOSE

The purpose of this policy is to define the parameters for both official and personal use of social media.

3.3 SCOPE

This policy applies to all county commission offices and county-funded instrumentalities, departments, and agencies, including but not limited to, the Revenue Commissioner’s office, the probate office, and any other county-funded entity or program, and applies to permanent and part-time employees, remote workers, third-party agents, contractors, consultants, volunteers, suppliers, interns, and any individuals (“Users”) who have permanent or temporary access to the County’s social media platforms, sites, or pages. This policy applies to all social media communications whether or not an employee or User is posting under his or her name, anonymously, or through an alias or other means and to such communication and usage on personally-owned devices whether connected by wire or wireless service to

the county network. This policy also applies to social media communication and usage on devices purchased using any officials' discretionary funds.

3.4 DEFINITIONS

3.4.1 SOCIAL MEDIA: All means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, forums, comment sections, and private or direct messages, whether or not associated or affiliated with the County, as well as any other form of electronic communication.

3.4.2 OFFICIAL COUNTY EMAIL ACCOUNT: Email account provided by a County instrumentality, department, or agency mail system or approved external mailbox that is used for official county business.

3.4.3 COUNTY APPROVED SOCIAL MEDIA SITE: A social network that has been assessed and approved by the county administrator, the information technology (IT) department, the county attorney and human resources director, and/or the county department head or agency head.

3.4.4 SOCIAL NETWORK: Online platforms, sites, or pages, where profiles are created, information is shared, and parties socialize with each other using a range of electronic communication and technologies.

3.4.5 PAGE: The portion of the social media network or platform where content is displayed, usually by a person with administrator rights.

3.4.6 POST: A submitted or published message or blog in the form of, but not limited to, text, videos, photographs, graphics, links, including hyperlinks, documents, and computer applications.

3.4.7 PROFILE: Information provided about a person or the County on a social networking platform, site, or page.

3.4.8 COMMENT: A submitted or published response to a post.

3.5 COUNTY SOCIAL MEDIA USE AND MANAGEMENT

County social media usage shall be limited to those with an official County business and purpose to use social media. County-sponsored and social media platforms, sites, or pages for County instrumentalities, departments, and agencies should be reviewed and approved by the county administrator, the information technology (IT) department, the county attorney, the human resources director, and/or the county department head or agency head. Any County-sponsored and approved social media platform, site, or page should be clearly identified with the following phrase: "Official social media site of 'department name,'" including a link to the County or department website and should include the County, department, or agency logo. A disclaimer should be placed on the platform, site, or page indicating that information included in posts and originating device identification information may be subject to public record disclosure and shall be recorded and archived. The County should designate a person who is responsible for social media communications, including but not limited to, determining what information is posted on the platform(s), site(s), or page(s), and updating, commenting, reviewing, and auditing the content. The County should also identify backup personnel for times the designated person is unavailable. Designated personnel participating in social media discussions related to county business matters during off-County time shall indicate that viewpoints shared are personal and do not necessarily reflect County opinion. Any County-sponsored and approved social media platform(s), site(s), or page(s) should comply with all federal, state, and local laws.

3.6 PERSONAL USE OF SOCIAL MEDIA

3.6.1 Employees have the right to speak and act on social media on their own time as private citizens on matters of public concern. However, the following actions are forbidden, including but not limited to, regardless of whether an employee or User is on his or her own time:

- a) Disseminating or discussing any information accessed because of an employee's position that is not generally available to the public, including, but not limited to, confidential information regarding citizens or co-employees, or others; information regarding safety and security plans or procedures; information regarding expected or pending legal matters; or information regarding contract negotiations;
- b) Releasing any media including, but not limited to pictures, videos, and audio recordings, obtained during the performance of an employee's, agency-related activities, and agency-responder activities, unless prior approval is obtained;
- c) Stating, suggesting, or implying in any manner that an employee or User is acting or speaking on behalf of the County without prior express authorization;
- d) Violating the County's policies against harassment or discrimination; and
- e) Taking any other action that may reasonably be expected to interfere with the employee's job duties or the County's operations.

3.7 EMAIL AND INTERNET SOCIAL MEDIA USAGE

Employees are generally expected to work during all work times and should refrain from engaging in personal activities during work hours except for breaks. Personal use of electronic mail, social media, etc., that interferes with an employee's performance of his or her job duties is strictly prohibited. Any use of county resources, including, but not limited to, county equipment or bandwidth, for personal use may result in any information regarding the use, including metadata and data, to become public, and employees and Users have a decreased expectation of privacy in personal devices brought onto County property.

4. Data Retention and Disposal

The County follows the County Commissions Functional Analysis & Records Disposition Authority Guidelines as adopted by the Local Government Records Commission. The County will ensure compliance with all necessary legal and regulatory requirements regarding retention, storage, and disposal. When establishing and/or reviewing retention periods, the following will be considered:

- Local Government Records Commission retention, recommendations, and disposition;
- The objectives and requirements of the county;
- The class of data in question;
- The purpose(s) for which the data in question is collected, held, and processed;
- The county's legal basis for collecting, holding, and processing that data; and
- Anticipated or pending litigation.

5. IT Acceptable Usage Policy

Dale County

IT Acceptable Usage Policy

1. Employees will use Dale County-owned IT equipment, including computers, laptops, tablets, phones, and other devices, only for authorized business purposes, not for personal or unauthorized purposes.
2. Internet, email, and other communication tools to access, download, or distribute inappropriate or illegal content. Employees shall not use equipment, including computers, laptops, tablets, phones, and other devices, or any means of communication in violation of any federal or state law or in violation of another county policy.
3. Dale County-owned printers, copiers, or scanners will not be used for personal or unauthorized purposes. These devices will not be used to print or copy large quantities of personal documents or other materials without prior approval.

4. Dale County has the right to monitor and review my use of Dale County-owned equipment, including my internet and email usage. Employees will not attempt to bypass or circumvent any security or monitoring measures in place.
5. Employees will immediately report any issues or concerns with Dale County-owned equipment to designated IT personnel. Employees will also report any suspected security breaches or other unauthorized use of Dale County-owned equipment.
6. Employees understand that any violations of this acceptable use agreement may result in disciplinary action as set out in this policy.

6. Disciplinary Action

Disciplinary action may be taken against employees who violate this policy. Violation of this policy can lead to disciplinary action up to and including termination. The County's disciplinary protocols are based on the severity of the violation. Unintentional violations may only warrant a verbal warning. Frequent violations of the same nature, however, may lead to a written warning. Intentional violations can lead to suspension or termination of employment, depending on the case circumstances. Employees may also be exposed to personal liability.

7. COUNTY AND PERSONAL DEVICE SECURITY

When Users use county or personal devices to access information from the county Data Assets, they introduce security risks to county data. A device means, but is not limited to, a laptop, tablet, personal computer, workstation, smart phone or mobile device.

To ensure the security of all county-issued devices and Data Assets, all Users are required to:

- Keep all county-issued devices password protected;
- Ensure devices are not exposed or left unattended;
- Refrain from sharing private passwords with coworkers, personal acquaintances, or others;
- Ensure devices are current with security patches and updates and regularly updated with the latest anti-virus, anti-malware, or security software;
- Install security updates of browsers and systems monthly or as soon as updates are available;
- Discourage use of others' devices to access the county's systems, networks, and technology infrastructure;
- Avoid lending county devices to other individuals;
- Use only secure and private networks to log into county systems, networks, and technology infrastructure; and
- Obtain authorization from the County Administrator, IT Manager, or designee before removing devices from county premises.

A personal device means, but is not limited to, a laptop, tablet, personal computer, workstation, smart phone, mobile device, or other device that is authorized to access the county's Data Assets or is used to backup any such device and is owned by a User and acquired voluntarily,

without payment by the county and without any expectation of reimbursement for any costs related to the purchase, activation, operational/connectivity charges, service or repairs, or other costs that may be incurred related to the device or its use. The county recognizes that Users may use personal devices to access the county's Data Assets. In such cases, Users must report this information to the County Administrator, IT Manager, or designee for record-keeping purposes. To ensure the county Data Assets are protected, all Users are required to:

- Ensure all personal devices used to access county-related Data Assets are password protected;
- Lock all devices if unattended;
- Ensure all devices are protected at all times;
- Install and regularly update security patches, anti-virus, anti-malware, and security software; and
- Use only secure and private networks.

8. EMAIL SECURITY

Protecting email systems internally and externally is a high priority as emails can lead to data theft, corruption, virus infections, phishing attacks, and scams. Therefore, the county instructs all Users to:

- Verify the legitimacy of each email, including the email address and sender name;
- Avoid opening suspicious emails, attachments, and links;
- Be suspicious of phishing, clickbait titles and links (e.g., offering prizes, advice);
- Look for inconsistencies or giveaways (e.g., grammatical errors, capital letters, overuse of punctuation marks);
- Delete immediately unsolicited email (spam) from unknown parties; and
- Refrain from using county email for personal use.

Users should contact the County Administrator, IT Manager, or designee regarding any suspicious emails.

9. CLEAR DESK AND SCREEN SECURITY

Users must have an awareness of the importance of keeping both paper and electronic documents and records safe when they are working at their desk, workstation, or screen and have knowledge of how to protect them. This ensures that all sensitive information, whether it be on paper, a storage device, or a hardware device is properly locked away or disposed of when a workstation is not in use. This will reduce the risk of unauthorized access, loss of, and damage to information during and outside of normal business. For a clear desk, Users should operate as follows:

- When leaving a desk for a short period of time, Users must ensure printed matter containing information that is sensitive or confidential is not left in view.

- When leaving a desk for a longer period of time or overnight, Users must ensure printed matter containing sensitive or confidential information is securely locked away.
- Whiteboards and flipcharts must be wiped and removed of all sensitive information.

For a clear screen, Users should operate as follows:

- When leaving the workstation for any period of time, Users must ensure they lock their computer session to prevent unauthorized access to the network and stored information.
- All users must ensure their screens cannot be overlooked by members of the public, or people without the necessary authority when sensitive or confidential data or information is displayed. Where appropriate, privacy filters should be used to protect the information.
- Following up to a maximum of 15 minutes of inactivity, the session will be automatically locked as a failsafe measure.

10. REMOTE ACCESS

Users sometimes access the county's Data Assets from a distance. Secure remote access must be strictly controlled with encryption (e.g., Virtual Private Networks (VPNs)) and strong passwords. It is the responsibility of Users with remote access privileges to the county's network to ensure that their remote access connection is given the same consideration as the User's on-site connection to the county's data network. General access to the internet for personal use through the county network or Data Assets is strictly limited to Users. When accessing the county network from a personal computer, Users are responsible for preventing access to any county Data Assets by other individuals. Performance of illegal activities through the county network or Data Assets by any User is prohibited.

11. PRIVACY

Users shall have no expectation of privacy for any information they store, send, receive, or access on the county's Data Assets. The county may monitor and inspect all Data Assets of any User without prior notice, in the course of an investigation triggered by indications of misconduct, or on random basis.

District Administrative Coordinator Job Description

Division	Department	Location
District Soil & Water Conservation	Road and Bridge	Dale County Commission

Reports To
County Engineer

Job Summary

To provide administrative and advanced clerical duties for coordinating the district program. This position also provides administrative and advanced clerical duties assistance to the USDA/NRCS field office staff with the implementation of conservation programs to the public.

Duties and Responsibilities:

1. Assist the District Board in carrying out its administrative responsibilities. Coordinate the District's conservation programs.
2. Serves as receptionist: receives walk-in clients and telephone calls. Answers questions, gives assistance in signing up for various programs and directs clients for assistance to proper office personnel.
3. Serves as bookkeeper for all district accounts. Maintains and prepares all required financial records including processing payroll, taxes filed with the Federal, State, and Social Security. Process W-2 Tax forms and 1099's. Prepares checks and deposits. Provides board members with monthly financial reports and prepares the annual district budget. Prepares quarterly travel vouchers for payment.
4. Assists in preparing Board Meeting Agenda in coordination with the District Conservationist. Provides supervisors with an agenda, monthly financial report, and of previous month's board meeting minutes prior to each monthly board meeting.
5. Attends monthly board meetings. Provides supervisors with all pertinent information for meeting in order to keep supervisors informed of upcoming activities. Records board meeting minutes.
6. Maintains communication between the District and the NRCS field office personnel to assure cooperation and avoid duplication of efforts. Assists NRCS with reports, data entry, program sign-ups, correspondence, filing, recording NRCS Staff Meeting Minutes and arranging appointments.
7. Assist in entering client information into Protracts and Toolkits for NRCS programs.
8. Responsible for registering new AFO/CAFO applicants and re-registering CAFO's on a yearly basis.
9. Other duties as assigned.

Skills and Knowledge

1. Willing to learn aerial photography interpretation, agricultural, wildlife, forestry and miscellaneous minor engineering practices.
2. Skills in public relation with other units of government.
3. Knowledge of written and oral communication techniques to address groups to prepare informational articles, and to prepare summary work reports.
4. Ability to operate a motor vehicle and be insurable.
5. Ability to operate office equipment such as computers, copiers, and fax machines.
6. Ability to work closely with others in a public office environment.
7. Ability to organize and plan own schedule of activities related to work goals.
8. Accounting Skills to manage bank record keeping and IRS records and reports.

Supervisory Responsibilities

None

Physical Demands

Standing

Up to 33%

Walking

Up to 33%

Sitting

More than 66%

Stooping, Kneeling, Crouching,

33 - 66%

Climbing or Balancing

Up to 33%

Use Hands to Finger, Handle,

More than 66%

Reaching with Hands and Arms

More than 66%

Talking or Hearing

More than 66%

Lifting Up to 10lbs Up to 25lbs

Up to 33% Up to 33% Up to 33%

Specific physical duties

Must see well enough to read fine print and numbers. Must hear well enough to understand verbal communication. Must have the strength to lift heavy books and the body mobility to move around the office.

Specific Noise Duties

Exposure to general office environment.

Comments

Must be willing to wear appropriate attire and work overtime as needed. Must travel occasionally to attend seminars and training.



Sheriff Mason Bynum

DALE COUNTY SHERIFF'S OFFICE

P.O. Box 279, Ozark, Alabama 36361
Telephone: 334-774-2335 Fax: 334-774-2909
Email: info@daleso.com

August 9, 2023

To: Cheryl Ganey, County Administrator

From: Sheriff Mason Bynum

Re: Surplus Vehicle

These vehicles are no longer beneficial to the operations of the Sheriff Office and are incurring undue repair costs. We would like to surplus this vehicle from our inventory.

- 2006 Jeep Liberty VIN#1J4GL48K86W222739 # 4068
- 2015 Nissan Rouge VIN#JN8AS5MT5FW651389 # 4019
- 2008 Ford Explorer VIN#1FMEU63E58UA30101 # 4002
- 2002 Chevrolet Van VIN#1GCEG15W421208559 # 4081
- 2010 Chevrolet HHR VIN#3GNBAADB0AS523222 # 4098
- 2010 Chevrolet HHR VIN#3GNBAADB4AS524132 # 4093

If you have any questions please let me know.

v/r,

A handwritten signature in black ink, appearing to read "Mason Bynum".

Sheriff Mason Bynum

**CONTRACT FOR
ALTERNATIVE COMPLIANCE EXAMINATION ENGAGEMENT (ACEE)
OF
DALE COUNTY COMMISSION'S
Coronavirus State and Local Fiscal Recovery Funds**

This contract is entered into on the 1st day of September 2023 by and between the Department of Examiners of Public Accounts (EPA) and Dale County Commission, hereinafter referred to as the (DCC). The contracting parties hereby agree to the following:

I. Purpose and Scope

EPA shall conduct an Alternative Compliance Examination Engagement (ACEE) of DCC's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), for the period beginning October 1, 2021 and ending September 30, 2022. EPA will perform an examination of compliance with allowable activities and cost requirements of CSLFRF (Assistance Listing Number 21.027) as described in Title 31 U.S. Code of Federal Regulations, Part 35, Pandemic Relief Programs, Subpart A, Coronavirus State and Local Fiscal Recovery Funds published by the Department of Treasury. We will perform our examination in accordance with applicable attestation standards established by the American Institute of Certified Public Accountants (AICPA) and the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States.

EPA will furnish copies of ACEE reports to DCC. Upon request, EPA will also furnish copies of the ACEE report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the ACEE report becomes final, unless EPA is notified in writing to extend the retention period.

II. Funding of ACEE

DCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the ACEE, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the ACEE shall not exceed seven thousand six hundred dollars (\$7,600.00). However, in the event that EPA finds DCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary scope of work, the maximum cost of the ACEE may be increased accordingly. If the cost of the ACEE will exceed the above-stated

Contract

Page 2

maximum, EPA will provide an estimate of the increased amount. DCC shall pay 80% of the ACEE costs upon full execution of the contract and 20% upon completion of field work as evidenced by invoices of the EPA.

III. General Provisions

The parties to this Contract agree with, and shall adhere to, the following:

A. Access to Records and Work Area

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of DCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to DCC's personnel for the purpose of interview and discussion related to the ACEE set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The DCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

B. Compliance with Federal, State, and Local Laws

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

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

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

C. Immunity and Dispute Resolution

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that

Contract
Page 3

none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

D. Indemnity

To the furthest extent permitted by law, DCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the DCC's failure to fulfill its obligations under this Contract.

E. Amendments

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

F. Entirety

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

G. Termination

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

Contract
Page 4

H. Term of Contract

This contract will begin on August 31, 2023 and end on August 31, 2024. EPA agrees to notify DCC in the event of any unforeseen delays affecting this schedule.

IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA
Department of Examiners
of Public Accounts

Dale County Commission



Rachel Laurie Riddle
Chief Examiner

Steve McKinnon
Chairman

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

THIS AGREEMENT is entered into as of October 1, 2023 ("Effective Date"), by and between Diversified Computer Services, L.L.C., an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Facsimile: (334) 260-8488, Contact and email: Dan Floyd, Email: dan.floyd@dcs-dcs.com ("DCS"), and Dale County Engineer's Office, a governmental entity with its principal office located at 202 South Highway 123, Suite A, Ozark, Alabama 36360, Telephone: (334) 774-5875, Facsimile: (334) 774-6899, Contact: Matt Murphy, Countyv Engineer ("Licensee").

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Licensed Software." Computer program(s) specified on the Confidential Product and Price List attached as Exhibit A in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software.

1.2 "Authorized Copies." The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Confidential Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.

1.3 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. License Grant. Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Confidential Product and Price List attached as Exhibit A.

3. Restrictions. Licensee may copy and use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

4. License and Technical Support Fees for Subscription Licenses. License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Confidential Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
5. Purchase of Additional Licenses. If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Confidential Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
6. Technical Support Services. DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.
7. Optional Customization and Implementation Services. DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.
8. Services. DCS provides optional Services under the Terms attached as Exhibit D.
9. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.
10. Warranty Disclaimers. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE

DIVERSIFIED COMPUTER SERVICES, L.L.C.**LICENSE AGREEMENT****(Software & Services)**

FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.

11. **Proprietary Rights Warranty and Indemnification.** DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software; provided, however, if none of the foregoing is commercially reasonably available to DCS, including all copies and portions thereof. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 11, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

12. **Disclaimer of Incidental and Consequential Damages; Limitation of Liability.** IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

13. **Ownership.** Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors, except for certain customizations as provided in Exhibit C attached hereto. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.

14. **Confidentiality of Licensed Software.** Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.

15. **Injunctive Relief.** The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

16. Subscription Term. The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2024. This Agreement is subject to earlier termination as otherwise provided herein.

17. Termination.

17.1 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

17.2 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

17.3 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.

17.4 Upon termination of this Agreement for any reason by the Licensee, other than termination under Section 17.3, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of the term of this Agreement.

18. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

19. Arbitration. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to the Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

20. Notices. Any notice or communication required or permitted to be given hereunder may be

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

21. **Assignment.** Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

22. **Continuing Obligations.** The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

23. **Independent Contractors.** The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

24. **Force Majeure.** Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

25. **Export Laws.** For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

26. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

Exhibit 6

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, L.L.C.

By: James D Floyd
Dan Floyd

Date: 8/18/2023

Title: Managing Member

Dale County Engineer's Office

By: Steve McKinney
~~Matt Murphy~~ Steve McKinney

Date: 09-12-23

Title: ~~County Engineer~~ Chairman

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
 (Software & Services)

EXHIBIT A
PRODUCT AND PRICE LIST

1. Description of Licensed Software. **County Information Management System (CIMS)**

2. Primary User/Copies.

User	Copies
Dale County Engineer's Office	Unlimited
*includes CIMS Mobile App (5 users)	

3. Expansion User(s)/Copies.

User	Copies
None	

4. Standard Modules.

Basic		Application			Other
Activities	Equipment	Accidents	Herbicides	Problems	Reports
Bridges	Materials	Budget	Inspections	Projects	Admin
Departments	Roads	Documents	Inventory	Purchases	Help
Employees	Vendors	Expenses	Job Cost	Signs	Utilities
		Fuel	Management	Subdivisions	Mapping
		Garage	Permits	Time	

5. Expansion Modules.

Module	Monthly Fee	Selected
GIS	\$100	No
Solid Waste	\$250	Yes

6. License and Technical Support Fees for Subscription License. License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The license fees schedule is as follows:

Description	Monthly Fee
Primary User – Standard Modules	\$700
Expansion User – Standard Modules	\$0
Expansion Modules – GIS	\$0
Expansion Modules – Solid Waste	\$250
Total Monthly Fee	\$950

The license fees are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

7. Authorized Computers. Licensee shall be entitled to copy, distribute, install, and use the Licensed Software only on a single computer for each number of Authorized Copies provided herein and/or transmit the Licensed Software over an internal computer network, provided that Licensee acquires

DIVERSIFIED COMPUTER SERVICES, L.L.C.

LICENSE AGREEMENT

(Software & Services)

and dedicates an Authorized Copy of the Licensed Software for each computer on which the Licensed Software is used or to which it is transmitted over the internal network. Notwithstanding anything to

the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT B
TECHNICAL SUPPORT TERMS

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rate (**\$95**) for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.
7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.
8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.
9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.
10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rate (~~\$95~~) for support.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT C
CUSTOMIZATION AND IMPLEMENTATION TERMS

These Customization and Implementation Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.

2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.

3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be DCS's then current standard rate (\$95) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.

4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

Exhibit 6

EXHIBIT D
BUSINESS SERVICES TERMS

These Business Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Business Services Terms may be discontinued or terminated independent of the License Agreement.

Beginning October 1st, 2021, the standard CIMS Monthly Subscription will include the CIMS Mobile Application for 5 users as a standard feature. Licensees can elect to add additional users for the CIMS Mobile Application for an additional monthly fee by completing the next section.

1. **CIMS Mobile Application.** Licensee _____ does or _____ does not elect to subscribe to additional CIMS Mobile Application users for the period covered by this license agreement.

Licensee elects to participate in the following additional subscription level to be included on each the annual CIMS invoice (please select one):

Select	# of Users	Monthly Fee
<input type="checkbox"/>	1-5	Included
<input type="checkbox"/>	6-10	\$25
<input type="checkbox"/>	11-25	\$50
<input type="checkbox"/>	26-50	\$75
<input type="checkbox"/>	50-100	\$100

Licensee shall complete the included form with information regarding each user.



(Authorizing Signature)

09-12-23

(Date)



EQUIPMENT MAINTENANCE & SUPPLIES AGREEMENT

Sales Representative: P.J. Muller II

Start Date of Contract: _____

CUSTOMER INFORMATION

Company: Dale County Road and Bridge

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact(s): _____

Email: _____

Email invoicing? Y N Billing Email (if not same as above): _____

Print Tracker Installed Y N PT Computer: _____

EQUIPMENT LOCATION

Address: 1725 Co Rd 30

City: Ozark State: AL Zip: 36360

Phone: (334) 774-8830 Fax: _____

on site contact: _____

on site email: _____

EQUIPMENT COVERED UNDER THIS AGREEMENT: SEE 'SCHEDULE A'

MAKE: Canon MODEL: 4545i S/N: 2QD01670 ID#: TBD

STARTING METERS: Black & White: 155160 Color: _____

<u>CONTRACT PRICING:</u>		
BLACK & WHITE BASE PRICE: \$ <u>30.00</u>	# OF COPIES INCLUDED: <u>3,000</u>	PER: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> A <input type="checkbox"/> *
OVG RATE: \$ <u>.01</u>	BILLED PER: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> A <input type="checkbox"/>	
COLOR BASE PRICE: \$ _____	# OF COPIES INCLUDED: _____	PER: M <input type="checkbox"/> Q <input type="checkbox"/> A <input type="checkbox"/> *
OVG RATE: \$ _____	BILLED PER: M <input type="checkbox"/> Q <input type="checkbox"/> A <input type="checkbox"/>	
TOTAL BASE AMOUNT: \$ <u>30.00</u>		

**THIS CONTRACT INCLUDES ALL PARTS, LABOR, DRUM(S), AND SUPPLIES (TONER & INK CARTRIDGES).
[DOES NOT INCLUDE PAPER, STAPLES, OR SUPPLY SHIPPING CHARGES.]**

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THE END OF THE CONTRACT.

X [Signature]
CUSTOMER SIGNATURE

X Sept 16, 2023
DATE

AGREEMENT SCOPE OF COVERAGE

This agreement covers both labor and material for adjustments, repairs and replacement of parts as necessitated by normal use of equipment. Normal key operator responsibilities are not covered by this agreement. Damage to the equipment and or its parts arising from misuse, abuse, negligence or cause beyond Muller Communications, Inc. (MCI) control (including acts of God or natural disasters) is not covered. MCI may terminate this agreement in the event that the equipment is modified, damaged, altered or if parts, accessories or components not authorized by MCI, are fitted to the equipment.

1. SERVICE CALLS

Service calls under this agreement will be performed from 8:00am to 5:00pm Monday-Friday excluding Holidays, at the equipment address shown on the reverse side of this agreement.

2. METER READINGS *SM* INITIAL

Customer acknowledges the equipment includes a separate meter for each image type. Customer agrees to provide by telephone, fax, or email the actual meter readings when requested by Muller and understands that if meters are not turned in, they will be estimated based on past meters. Multiple failures to report meters may result in a late fee.

3. CHARGES *SM* INITIAL

Charges for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any renewal term will be the charge in effect at the time of renewal. After the first year on the annual renewal of the contract price may increase up to 15%. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 15 days of MCI's invoice date for such charges. Customer understands that alterations, attachments, specification changes or cost of parts, supplies or services may require an increase in maintenance charges and agrees to pay such charges promptly when due.

4. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS.

Labor performed during a service call, cleaning, adjustments, and all parts necessary to the normal operation of the printer/MFP/Copier will be furnished free of additional charges.

5. NETWORK CONNECTED EQUIPMENT

Network connected equipment will be covered to the level of the network connection of the printer/MFP/Copier. All other work needed to maintain connection between the printer/MFP/Copier and an external computer or network is not covered and can be offered on a per call basis.

6. TERMS

This agreement will become effective upon receipt and acceptance by MCI of the payment in full as indicted on the reverse side hereof and shall continue for one full calendar year (or the maximum number of copies shown on the reverse side, whichever occurs first.) It shall be automatically renewed for successive similar periods subject to receipt pay MCI of maintenance charge in effect at the time of the renewal, provided the customer is not in default. IN addition to any other rights under this agreement, either party may terminate this agreement by giving written notice at least 30 days prior to the anniversary date of this agreement.

In the event that this agreement is terminated by the customer without at least 30 day written notice prior to the agreement anniversary date, the customer agrees to pay MCI the following amounts as reasonable liquidation (and not as a penalty) for breach hereof, plus attorney's fees if litigation damages should become necessary.

PLAN	MONTHS SINCE INITIATION	TERMINATION CHARGE
ANNUAL	Any time during contract	No refund of unused portion
MONTHLY	During the first 6 months;	3 times the monthly base
	Any time thereafter	6 times the monthly base

7. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) MCI may (a) refuse to service the equipment or (b) furnish service on a C.O.C. "per call" basis at published rates and (2) the customer agrees to pay MCI's cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, MCI shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro-rated basis. If equipment is moved beyond MCI's service zone, customer agrees to pay a fair and reasonable up charge for continued service under this agreement, taking into account the distance to customer's new location and MCI's published rates for service on a "per call" basis.

If customer uses other than MCI's supplies, and such supplies are determined to be defective or not acceptable by MCI and/or cause excessive service calls or service problems, then MCI may at its option, terminate this agreement. In that event, customer may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the customer uses only MCI supplied materials.

8. NO WARRANTY

Other than the obligations set forth herein, MCI disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose, MCI shall not be responsible for direct, indirect, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of the equipment.

9. SERVICES NOT INCLUDED

Service under this agreement does not include the following. Additional charges may apply and shall be individually billed to the customer.

- Network connectivity issues and/or repairs that are network, computer and/or end user induced.
- Repairs resulting from the use of labels, transparencies or media that is outside the manufacturers specifications.
- Repairs required due to malfeasance, intentional misconduct and/or gross negligence by customer.
- Repairs to correct damage due to poor environmental conditions.
- Customer agrees to provide the power recommended by the equipment manufacturer. Service or parts required as a result of improper power, telephone lines or computer cabling may not be covered under this agreement.

MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Alabama and is applicable to agreements wholly negotiation, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing, signed by duly authorized office of MCI.

MCI will not disclose its customer lists to third parties unless the company is sold in whole or part, or required to do so by an order of a court having venue and appropriate jurisdiction hereof.

X 
CUSTOMER SIGNATURE

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

WHEREAS, Dale County, Alabama (“the County”) has received American Rescue Plan Act state and local 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 elected 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, Revenue Replacement funds may be used for the purpose of providing government services, including support of a local healthcare authority in furtherance of its objectives; and

WHEREAS, consistent with the final rule, the County may also charge administrative costs, such as bid or completion advertisement costs, used to facilitate government services; and

WHEREAS, consistent with Alabama Code (1975) §11-62-16, the County may do any and all things not otherwise prohibited by law that are necessary or convenient to aid and cooperate with a local healthcare authority to attain its statutory objectives; and

WHEREAS, the existing employee parking lot for the Dale County Healthcare Authority is in need of maintenance;

WHEREAS, the County has made a determination that paving the parking lot on behalf of the Dale County Healthcare Authority is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County has identified the vendors from which to procure these services in a manner consistent with federal and state laws and guidelines as it relates to the expenditure of Revenue Replacement funds.

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

- 1) The County shall use up to \$80,250.00 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein. Specifically, the County allocates these funds as follows:
 - a. \$16,000.00 to reimburse Fund 111 for costs associated with using County forces and equipment to complete this project; and
 - b. Up to \$38,250.00 to Wiregrass Construction Co., Inc. for the purchase of asphalt plant mix; and
 - c. Up to \$22,500.00 to Keith Hardy Asphalt Paving to lay the materials; and
 - d. Up to \$3,500.00 to Phillips Striping Company to stripe the parking lot.
- 2) The County Administrator is hereby authorized to expend these funds as described herein from the designated vendors in support of this Project.

3) 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.

4) 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 12th day of September, 2023.



Chairman, Dale County Commission

**DALE MEDICAL CENTER
 EMPLOYEE PARKING LOT
 COST ESTIMATE 8-31-23**

	Quantity	Unit	Unit Price	SUBTOTAL
County forces sealing cracks	1	Lump Sum	\$1,000	\$1,000
Plant mix, annual bid	450	Tons	\$85	\$38,250
Laydown Cost, contractor	450	Ton	\$50	\$22,500
County forces trucking	1	Lump Sum	\$15,000	\$15,000
Striping, subcontractor	1	Lump Sum	\$3,500	\$3,500
			TOTAL	\$80,250

RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT REVENUE REPLACEMENT 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 elected 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 County may expend designated Revenue Replacement funds for government services; and

WHEREAS, the County has determined that there is a need to purchase and install a fuel system to support its Engineering Department to facilitate governmental services for its citizens; and

WHEREAS, the County has determined that the procurement and installation of the fuel system from the following vendors is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

Two (2) 10,000 gallon F921 horizontal storage tanks from Alabama Tank, Inc., for \$69,300.00, and Installation services from Turner's Pump Shop, LLC for 27,369.35; and

WHEREAS, the County has identified the vendors from which to purchase and install the fuel system in a manner consistent with federal and state laws and guidelines, as applicable to Revenue Replacement funds pursuant to guidance from Treasury.

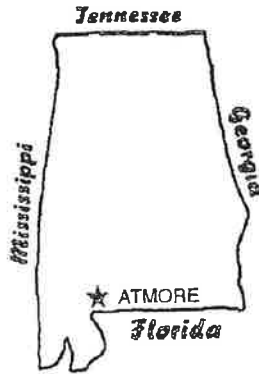
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County shall use up to \$96,669.35 of ARPA funds, which are hereby designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) The County Administrator is hereby authorized to expend these funds to purchase the van as described herein from the designated vendor to facilitate the provision of these services.
- 3) 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.
- 4) 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 12th day of September 2023.



Chairman, Dale County Commission



Alabama Tank, Inc.

P.O. Box 760 - 85 Three Mile Road
Atmore, Alabama 36504

Phone (251) 577-6415 Fax (251) 577-6558

Toll Free 1-800-522-8265

Email altank@frontiernet.net

9-1-2023

Attn. Matt Murphy – County Engineer
Company: Dale County Alabama

Reference: (2) 10000 gallon F921 horizontal storage tanks quotation

Price does not include applicable taxes, freight charges, installation, unloading at jobsite, or any equipment not listed below. Due to steel market price fluctuations the quoted price is valid for 30 days. After 30 days, the price may be subject to steel surcharges dependent upon published steel market pricing at the time of fabrication.

10000 gallon F921 double wall horizontal storage tank with (2) welded steel support cradles

Constructed, labeled, and leak tested to UL-142 & STI F921 specifications

Material: ¼" A-36 carbon steel primary, 10 gauge carbon steel secondary

Approximate dimensions: 8' diameter x 27' long primary

Openings: 1-24" manway, 2-8" 244OF flanged emergency vents installed, 1-2" interstitial monitor port, 2-2" fnpt, 1-3" fnpt, 1-4" fnpt

3" carbon steel sch 40 flanged fill piping with 3" ball shut off valve installed @ one end of the tank

Customer to provide top mounted FillRite pump or similar, Alabama Tank to provide 1" carbon steel sch 40 piping from pump to the midpoint of the tank @ one end, Alabama Tank Inc to provide simple off/on switch on one end of the tank

Exterior coating: PPG Durethane white polyurethane

Price: \$33,950.00 each X 2

Freight charges to Ozark AL: \$700.00 each X 2

Total Cost \$96,669.35

Kevin Woods

Turner's Pump Shop
 1907 Miskell Drive, Dothan, AL 36303
 OFFICE - 334-671-5077 FAX - 334-671-5573



QUOTATION

Date	Estimate #
5/4/2023	1252

Name / Address
Ozark Road and Bridge Department 1725 County Road 30 Ozark, AL 36360

Ship To

Terms	Project
Net 10	

Item	Description	Qty	Rate	Total
FUELMASTER Installation Price	FUEL MASTER FMU4710-FS Installation Price Fuel Master includes the following: FMU4710-FS AC Motor Control 100 Black Prokees Prokee encoder FM Live Services Shipping Installation Price includes the following: Labor and materials to install new Fuel Master Unit Labor and material to install 3 electronic meters with pulse outputs on pumps. Labor and material to install 1 pulser on pump with mechanical meter. Labor and material for electrical to Fuel Master, pumps and pulsers.* * This price is using existing conduits and circuits at the tank field. Does not include any applicable sales tax.	1	18,049.35 9,320.00	18,049.35 9,320.00

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Our terms are net 10 days. Payment will be made as outlined above. (Should the undersigned fail to pay this indebtedness, or any part thereof when due, the undersigned agrees to pay all costs of collecting, including a reasonable attorneys fee plus interest at 1 1/2 % per month (18% per annum) from due date). Quoted prices are good for 30 days.

Subtotal	\$27,369.35
Sales Tax (9.0%)	\$0.00
Total	\$27,369.35

Accepted By: _____ Signature Title Date