



Dale County Commission

Commission Meeting Minutes - May 14, 2019

The Dale County Commission convened in a regular session Tuesday, May 14, 2019. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:30am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 83350-83543.
- Payroll Check Numbers: 154554 -154564.
- Direct Deposit Check Numbers: 30735-30873.

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

APPROVED – APRIL 23, 2019 MINUTES

Commissioner McKinnon made a motion to approve the Minutes of the Commission Meeting on April 23, 2019.

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

APPROVED – EMPLOYEE TRAVEL

Commissioner Gary made a motion to approve the of the following:

Mark Blankenship, Chris Carroll, Steve McKinnon, Charles Gary, Frankie Wilson and Cheryl Ganey – ACCA Annual Convention - \$1,062.16 each.

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

APPROVED – INMATE TELEPHONE SERVICES - JAIL

Commissioner McKinnon made a motion to approve the Inmate Telephone Services agreement. See Exhibit 1.

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

APPROVED – PERSONNEL

Commissioner Carroll made a motion to approve the hiring of Thomas Hardy – Maintenance Technician - \$13.50/hour and to promote Derek Dickens to part-time Certified Deputy Sheriff to \$13.52.

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

**APPROVED – BOARD APPOINTMENTS – DALE COUNTY HEALTHCARE
AUTHORITY EXECUTIVE BOARD**

Commissioner Carroll made a motion to approve the reappointment of Mr. Larry Ezell and Mr. Miach McNab to the Healthcare Authority Executive Board.

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

**APPROVED - BOARD APPOINTMENT – SOUTHEAST ALABAMA
EMS COUNCIL, INC**

Commissioner McKinnon made a motion to approve the appointment of Chief Phillip Prince, Ozark Fire Chief to the Southeast Alabama EMS Council Board.

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

**APPROVED - BOARD APPOINTMENT – OZARK-DALE COUNTY
ECONOMIC DEVELOPMENT BOARD**

Commissioner McKinnon made a motion to approve the appointment of Mr. Vernon Johnson to the Ozark-Dale County Economic Development Board, Place 4 and to except the resignation of Mrs. Tara Baker.

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

APPROVED – EMPLOYEE SICK LEAVE DONATIONS

Commissioner Gary made a motion to approve the sick leave donations for Debra Walters.

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

APPROVED – PROPOSAL – COUNTY GOVERNMENT BUILDING

Commissioner Carroll made a motion to approve the proposal from Decks Unlimited/Rusty Lavender Enterprises for fascia board, gutters and window replacements for \$41,571.00. See Exhibit 2

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

APPROVED – PROJECT JEEP – ROAD & BRIDGE WORK

Commissioner Gary made a motion to approve the Road & Bridge work for Project “Jeep”. See Exhibit 3.

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

TABLED – BIDS FOR ROAD PROJECT – DCP 23-06-19

Commissioner Wilson made a motion to table the awarding of this bid.

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

APPROVED – BUDGET AMENDMENT REQUEST

Commissioner McKinnon made a motion to approve the Budget Amendment Request. See Exhibit 4.

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

APPROVED – SOLICITATION OF BIDS– ROAD & BRIDGE

Commissioner McKinnon made a motion to approve the solicitation of bids for the following road projects: 1) Country Estates Subdivision 2) Wynnwood Circle/Georgian Terrace.

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

**APPROVED – ECONOMIC DEVELOPMENT INCENTIVE
FUND REQUEST**

Commissioner Gary made a motion to approve the Economic Development Incentive Fund Request. See Exhibit 5.

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

APPROVED - TRUCK DISPOSAL

Commissioner Wilson made a motion to approve the 2011 Ford F250 Sheriff Department truck disposal – Asset # 3772.

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

APPROVED – EMA GRANT

Commissioner McKinnon made a motion to approve the EMA Grant. See Exhibit 6.

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

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday, May 28, 2019 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

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

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



Mark Blankenship, Commission Chairman

AGREEMENT TERMS FOR INMATE TELEPHONE SERVICES

Dale County Commission

INTRODUCTION

Inmate Calling Solutions, LLC, d/b/a ICSolutions, with its principal place of business located at 220 Danbury Street, San Antonio, TX 78217 (hereinafter "Vendor") and the Dale County Commission with its principal place of business at 202 Highway 123 South, Suite C, Ozark, Alabama 36360 (hereinafter "Customer") hereby agree to execute this Inmate Telephone Services Agreement ("Agreement"), effective 07-15-19 2019 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to the Request for Proposal (RFP) #2018-08-01, Customer hereby awards this Agreement to Vendor and provides Vendor the exclusive right and privilege to install and operate all inmate telephone services inclusive of an inmate telephone system (ITS) and related equipment at Customer's Dale County Jail ("Facility"). **Attachment 1 – Mandatory Requirements** of the RFP is hereby incorporated into the Agreement and attached hereto as **Attachment 1 – Mandatory Requirements**. Details surrounding Customer's Facility and required equipment is found in **Attachment 1, Section F (Facility Specifications)**.
- 1.2. Vendor shall provide a turn-key ITS which shall include inmate telephones, inbound voicemail messaging and audio recording of visitation sessions. Vendor shall, at no cost to Customer, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to make free, pre-paid and/or debit local and long distance calls and international calls and conduct visitation sessions via the ITS from the Facility pursuant to the terms set forth herein.

2. TERM

This Agreement shall commence upon ^{As of} the Effective Date above and remain in force for an initial term of 3 years with an expiration date of 07-15-22 ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. This Agreement will not automatically renew.

3. VENDOR RESPONSIBILITIES

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

TERMS**4. REVENUE SHARE, PAYMENT AND REPORTING**

- 5.1. Pursuant to Vendor's response to RFP #2018-08-01, Vendor shall remit to Customer 70% revenue share to Customer on Gross Revenue generated by and through all ITS. Gross Revenue is defined in **Attachment 1, Section A (General Conditions), Subsection 2 (ITS Revenue Share, Payment and Reporting)**.
- 5.2. Customer reserves the right to recoup from Vendor certain administrative and operational expenses ("Cost Recoupment Payment") in connection with the provision of inmate telephone services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by Vendor. Customer may accompany the Cost Recoupment Payment invoice with a supporting report documenting the administrative and operational expenses incurred by Customer in association with inmate telephone services covered by the Cost Recoupment Payment. Customer does not require a Cost Recoupment Payment upon execution of the Agreement. If Vendor and Customer are unable to mutually agree within 30 days of Customer's request, then Customer may terminate the Agreement at its sole discretion and without penalty or liability to Customer, and Customer may select another provider.

5. RATES AND FEES

- 5.1. Both parties herein mutually agree upon the rates and fees for inmate telephone calls as detailed in **Attachment 1, Section G (Rates, Fees and Revenue Share)**.

6. ADDITIONAL TECHNOLOGY

- 6.1. Vendor agrees to provide the following additional technology:
 - 6.1.1. Initial Voice Biometrics
 - 6.1.2. Automated Information System (AIS)
 - 6.1.3. Investigative Technology
 - 6.1.4. Lobby Kiosks
- 6.2. Details and specifications for the additional technology are found in **Attachment 1, Section H (Additional Technology Requirements)**.

7. RECONCILIATION

- 7.1. Customer, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days' written notice, to fully reconcile or examine any and all of Customer information pertaining to this Agreement. Customer retains the right to have another independent agency of Customer's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- 7.2. Vendor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for the ITS. The records shall include all CDRs, EMI billing files, debit purchase or usage reports and associated invoices and traffic detail reports during the term of this Agreement and for no less than 2 years after the term of this Agreement.

- 7.3. Vendor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due Customer at least 3% above the amount otherwise paid for the period reconciled, Customer's reasonable cost of reconciliation, all within 30 days of the resolution date. If the agreed upon amounts are not paid within 30 days, the amounts due to Customer will accrue interest at the rate of 1.5% per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

8. ASSIGNMENT AND MERGERS/ACQUISITION

- 8.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30-days advance written notification to Customer and then only upon Vendor's receipt of Customer's written consent.
- 8.2. Upon receipt of Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Customer may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon Customer's written notice thereof to Vendor (1) to any affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 8.3. If during the Agreement term, Vendor merges or is acquired by another entity, the following documents must be submitted to Customer.
- 8.3.1. Corporate resolutions prepared by Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 8.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 8.3.3. Other documentation requested by Customer.
- 8.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

9. TERMINATION/DEFAULT

- 9.1. In the event Vendor fails to perform any terms or conditions of the Agreement, Customer may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**.
- 9.2. The Agreement between Customer and Vendor may be terminated by Customer upon 90-days written notice from Customer to Vendor without penalty. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**.
- 9.3. Should a material change in the rules or policies of the Federal Communication Commissions (FCC), the Alabama Service Commission (AL PSC) and/or other regulatory body applicable to inmate telephone services occur following the execution of the Agreement, which change affects (a) the rates permitted to be charged by Vendor to inmates under the Agreement; (b)

the right of Customer to recover its costs; or (c) the ability for Vendor to pay to Customer a revenue share, fees (including but not limited to the Cost Recoupment Payment) or other cost recovery mechanisms, then, at Customer's request, Vendor and Customer will mutually agree on an amount that enables Customer to fully recover its costs in a manner compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Vendor and Customer are unable to mutually agree within 30 days of Customer's request, then Customer may terminate the Agreement at its sole discretion and without penalty or liability to Customer, and Customer may select another inmate telephone services provider.

10. INDEMNIFICATION

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

11. INSURANCE

- 11.1. During the period of the Agreement, Vendor at its own expense agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the state of Alabama and in a standard form approved by the Board of Insurance Commissioners in the state of Alabama. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure

Customer and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.

- 11.2. Vendor shall provide Customer with a thirty (30) day advance written notice of cancellation or material changes in said insurance.
- 11.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 11.4. Vendor shall provide Customer a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show Customer as an additional insured and shall include a waiver of subrogation.

Automobile Liability		
Bodily Injury – Each Person	\$	250,000.00
Bodily Injury – Each Accident	\$	500,000.00
General Liability		
Bodily Injury or Death – Each Person	\$	1,000,000.00
Property Damage – Per Incident (Resulting in Injury/Destruction of Property)	\$	100,000.00
Excess Liability		
Umbrella Form	\$	1,000,000.00
Worker’s Compensation		Statutory

- 11.5. Customer agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against Customer arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 11.6. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this Agreement, Vendor must:
 - 11.6.1. Provide a certificate of coverage, for all persons providing the services defined in this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Alabama Labor Code;
 - 11.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor current certificate of coverage ends during the duration of the project;
 - 11.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter; and
 - 11.6.4. Notify Customer in writing, within 10 business days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

12. DISCREPANCY

- 12.1. Should a discrepancy or conflict among the specific provisions of this Agreement, the RFP #2018-08-01 (and its attachments and amendments), Vendor's RFP response, the discrepancy or conflict shall be resolved as follows.
 - 12.1.1. The specific provisions of the Agreement Terms (and its attachments) will prevail over the RFP, its attachments and amendments.
 - 12.1.2. The RFP (and its attachments and amendments) will prevail over the Vendor's RFP Response.
- 12.2. Exceptions or objections to specific RFP provisions in Vendor's RFP Response that have not been explicitly accepted by Customer in writing shall not be included in this Agreement and shall be given no weight or consideration.

13. SUBCONTRACTS

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

14. FORCE MAJEURE

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

15. NOTICE

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

FOR CUSTOMER:

Dale County Commission

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

FOR VENDOR:

Inmate Calling Solutions, LLC, d/b/a
ICSolutions
Attn: Brendan Philbin
220 Danbury Street
San Antonio, TX 78217

16. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 16.1. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable Alabama State laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. Customer reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility. Customer may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.
- 16.2. Vendor does not, and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, and shall comply with Alabama Immigration Law Act No. 2011-535.

17. MISCELLANEOUS TERMS

17.1. Independent Vendor

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

17.2. Interpretation

This Agreement and any document executed pursuant to the terms of this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama. Notwithstanding the actions, conduct, course, or place of performance of or by the parties hereto, Vendor and Customer agree that as between the parties to this Agreement, it is established and it is conclusively determined hereby that at all times this Agreement shall be construed and deemed executed, accepted, agreed upon, performed, and otherwise consummated in Dale County, Alabama. Both parties hereby acknowledge and consent to the jurisdiction and venue of the Circuit Court of Dale County, Alabama for the resolution of any dispute or issue arising out of or related to this Agreement.

17.3. Mutual Drafting and Interpretation

Both parties have participated jointly in the drafting of this Agreement. If an ambiguity or conflicting provisions arise within this Agreement, this Agreement shall be construed as if drafted jointly by Vendor and Customer, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Agreement.

17.4. Severability

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

17.5. Entirety, Waiver, and Modification

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

17.6. Confidentiality

17.6.1. The Parties hereto shall, to the extent allowed by law or regulation, keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective Party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

17.6.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this

Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

17.7. Dispute Resolution

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

17.8. Limitation of Liability

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

17.9. Vendor Costs and Taxes and Fees on Services

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

18. LIQUIDATED DAMAGES

19.1. Vendor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to Customer; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by Customer to Vendor. Payments due Customer for the invoiced amount(s) shall be due within 30 days of Vendor's receipt of the invoice.

LIQUIDATED DAMAGES	
Description	Amount
Unauthorized bill types including single-call features requiring the end-user to pay the per minute calling rate plus an additional fee per call. Additionally, bill types implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of Customer.	\$150.00 per day from the day the single-call feature was activated through the day the single-call feature is deactivated.

LIQUIDATED DAMAGES (CONTINUED)	
Any charges/fees added to the called party's bill, called party's pre-paid account, or to the inmate without the express written consent of Customer.	\$100.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
Unauthorized free telephone calls completed by Vendor including allowing access to unauthorized wireless networks.	\$2.00 per completed, unauthorized free call.
Revenue share payments, traffic detail reports, billing files, CDRs, and/or all other reports not containing the required fields, received by Customer after the date specified in Attachment 1, Section A, Subsection 2 (Reporting and Payments). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Vendor and to Customer's reasonable satisfaction, within thirty (30) days of receipt of notification of a discrepancy from Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of Customer and/or any legal course of action Customer elects to pursue.	5% per month of the revenue share amount due. \$200.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment 1, Section A (General Conditions). \$50.00 per day for any daily CDR reports not submitted by Vendor, for each day where the CDR report does not contain all of the fields and information identified in Attachment 1, Section A (General Conditions).
Any changes to the rates without the express written approval of Customer. Vendor must issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to Customer as documentation. Customer will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.	\$2.00 per completed call rated/charged using the unauthorized rates(s).
Due to Vendor's action(s), if any installation, initial or additionally requested inmate telephone equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.	\$150.00 per day for each day the after the agreed-upon date until the installation is complete.
Vendor shall be responsible for resolving any reported repairs or replacements within 10 days following the date of notification of a service request or inmate telephone service failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor may be liable for liquidated damages.	\$100.00 for each day after the Cure Period and for each reported repair or replacement that the Vendor fails to resolve, until each reported repair or replacement is resolved by Vendor.
When Customer suffers one or more lost, unrecoverable or un-useable ITS recording(s). Customer agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the recordings.	\$250.00 per occurrence.

LIQUIDATED DAMAGES (CONTINUED)

<p>Vendor shall adhere to Customer's performance process when upgrading each inmate telephone service, software, equipment, or performing any changes to the inmate telephones, which affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Vendor.</p>	<p>\$200.00 per occurrence.</p>
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In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

Dale County Commission



Authorized Signature

Mark Blaukenship

Typed or Printed Name

Chairman

Title

5/14/19

Date

Inmate Calling Solutions, LLC, d/b/a ICSolutions



Authorized Signature

Michael Kennedy

Typed or Printed Name

Vice President Sales & Marketing

Title

4/29/19

Date

Proposal

Ag- Plex Building :

Fascia Board replacement

Remove Gutters and replace

Windows Rotting : Replace with metal windows

Restroom Painting

Feb 01-2018

Eugene (cajun) Evans

Working Properties II

Exhibit 2

10137 E State Highway 52

Hartford Alabama 36344

jfgreggs@gmail.com

334-248-4289

Proposal

Location: Dale County Government Office Building

Scope:

- Remove exiting windows and replace with 44 vinyl windows
- Remove exiting gutters and down spouts and replace with new seamless gutter system,
- Wrap brick freeze and fascia with metal coil and install vinyl soffit around the builds eave
- Replace any damaged wood

Price: \$48,078.00

Alternate #1 Install new vinyl soffit under the front porch area \$ 2,237.00

Alternate # 2 replace the wood around the four columns @ front entrance

with synthetic materials \$ 7,985.00



DECKS UNLIMITED
277 Myrtle Dr.
OZARK,AL.36360

PROPOSAL/ESTIMATE

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

SCOPE OF PROPOSED WORK

Fascia:

1. Remove/dispose of ALL Existing Rain Gutters (existing Downspouts remain in Place and will be reattached)

2. Inspect All Fascia

Note - Actual Cost to repair Damaged Wood will be Determined/negotiated After Inspection

3. Install New White Aluminum Fascia on Building as noted below:

Front - 248 ft @ \$ 2,480.00

Right Side - 80 ft @ \$ 800.00

Back - 321 ft @ \$ 3,210.00

Left side - 78 ft @ \$ 780.00

Front Entrance - 46 ft @ \$ 460.00

Total of Fascia metal project (not including any needed wood repair)

\$ 7,730.00

,

Gutters:

Install ALL New White Seamless 6 in Gutters (Reattaching to Existing Downspouts)

Front :: 248 ft @ \$ 1,984.00

Right Side :: 80 ft @ \$ 640.00

Back :: 321 ft. @ \$ 2,568.00

Left side :: 78 ft @ \$ 624.00

Total of New Gutters including labor

\$ 5,816.00

PROJECT "JEEP"

**SPREAD, PLACE AND COMPACT
(6) LOADS 825B DENSE GRADE**

2 HRS OF DITCHING WITH GRADALL XL 4100

NOT TO EXCEED \$ 7,500.00

May be less if less rock is needed

The Road & Bridge Department (Gas Tax 111) will get reimbursed from the General Fund.

The \$7,500.00 will then be deducted from the Funding for the Economic Development (last quarterly payment).

BUDGET AMENDMENT REQUEST

Date: May 14, 2019

To: Commissioners

From: Cheryl Ganey- County Administrator

	Original Budget	Addition	New Total
117-44225-000 Federal Reimb.	\$ -	\$824,846.00	\$ 824,846.00
117-44710-000 FEMA Reimb	\$ -	\$315,307.50	\$ 315,307.50
117-44222-000 State Reimb	\$ -	\$528,124.70	\$ 528,124.70
117-61125-000 Transfer from 119	\$ 310,000.00	\$324,000.00	\$ 634,000.00
117-53900-238	\$ 206,002.00	\$ 1,992,278.20	\$ 2,198,280.20

Reason for amendment:

Road projects approved by the Commission to date.

This has been reviewed and approved by County Engineer- Derek Brewer.

Approved: _____

Economic Development Incentive Fund Request

City/Town: Ozark

Project Short Description: Incentive Request in Support of Project Sombrero

Description of Potential Impact: This project will result in necessary repairs to East Gate Corporate Park in support of Project Sombrero. This project provides a valuable economic development incentive that directly results in providing 20 jobs to Ozark and Dale county citizens and an investment of \$110,000.

Request Amount: Not to exceed \$14,640

Percentage of Total Budget: 40%

**City Contribution to the Project: \$21,960
Percentage of Budget: 60%**

Total Project Budget: \$100,000

Company Investment in the Project: \$73,400

Project Description:

Project Sombrero is a salsa manufacturing and distribution facility that is to be located in the cafeteria building at East Gate Corporate Park. The company is currently located in Ozark and plans to open a new manufacturing facility that will initially employ 5-10 employees with plans to increase to 20 jobs within 5 years. They will distribute salsa to retailers including Piggly Wiggly, WalMart, Grocery Outlet, Dollar General, and El Palacio. The company increased sales by 200% from Year 1 to Year 3--from \$500,000 in year 1 to 1.5 million in Year 3.

If the request is approved, the incentive will be paid directly to the City to be applied toward required repairs of the East Gate Corporate Park, specifically electrical and plumbing work, a roll-up door, and door and window replacements.



STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

850 EAST COUNTY ROAD 204 • FLD. DRAWING 2107 • COLUMBIA, ALABAMA 36116-2107
(205) 251-2200 FAX (205) 251-2208



BRIAN E. HASTINGS
DIRECTOR

Dear DR-4406-AI Public Assistance Declared Counties,

This is a Notice of Funds Availability (NOFA) for the Hazard Mitigation Grant Program (HMGP) that is available to fund eligible mitigation actions following the 4406 major declared event.

Funding priorities will be set by the Local Hazard Mitigation Committees but must be in line with the Mitigation Activities for the State of Alabama included in the 2013 State Hazard Mitigation Plan.

Available Federal funding by County/State Agency	
Dale County	\$31,680
Henry County	\$299,433
Houston County	\$1,327,725
Geneva County	\$722,495
Mobile County	\$295,304

Each county applying for funds must convene its Local Hazard Mitigation Planning Committee to complete one Letter of Intent (LOI) per county/state agency to include all the proposed projects up to the allocated funding.

- ❖ The LOI process must be coordinated and prioritized through the local mitigation planning committee and signed by the County EMA Director/Authorized Agent and all affected applicants (template enclosed).

LOI's must be submitted to AEMA by email to mitigation@ema.alabama.gov within 30 days of the date of this NOFA and application briefings will be scheduled. Completed applications will be submitted via www.gmms.ema.alabama.gov and are due to AEMA by May 19, 2019.

We look forward to working with each of you and your jurisdictions that choose to apply for this grant funding. If you have questions, please contact Michael Johnson, State Hazard Mitigation Officer, at michael@ema.alabama.gov or (205) 544-3723.

Very respectfully,

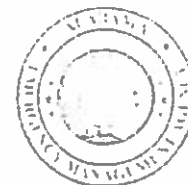
Brian E. Hastings, Col (ret), USAF
Governor's Authorized Representative



KAY IVEY
GOVERNOR

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5805 COUNTY ROAD 47 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2405



BRIAN F. HASTINGS
DIRECTOR

DR-4406 (Hurricane Michael) HMGP Notice of Funds Availability

Hazard Mitigation Grant Program (or HMGP) funds are now available to be applied for by the Public Assistance declared counties. Projects will be considered based on mitigation strategies in your local mitigation plan.

Letters of intent (attached) to apply for this funding must be submitted to AEMA by May 19, 2019.

AEMA will utilize the HMGP implementation process for this disaster (see attached). This step must be taken in order for AEMA to accept the letters of intent:

- Each county applying for funds must convene its Local Hazard Mitigation Planning Committee to complete one letter of intent (LOI) per county:
 - o The LOI must be coordinated and prioritized through the local mitigation planning committee and signed by the County EMA Director/Authorized Agent and all affected applicants.

Once letters of intent are received and reviewed, AEMA will schedule application briefings/workshops.

Please note:

Applications must be submitted on AEMA's Hazard Mitigation Assistance website:

<https://grants.ema.alabama.gov>. More information regarding this online application submission process will be available when the full application deadline is set.

The funding allocations can be found on the cover page. These amounts were calculated by the percentage of Public Assistance claims that were submitted to FEMA per county. Please note that these allocations are based on current estimates from FEMA and are subject to change (may increase or decrease) at a later date.