

## **Dale County Commission**

## Commission Meeting Minutes – July 26, 2022

The Dale County Commission convened in a regular session Tuesday, July 26, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00<sub>am</sub>. Commissioner Wilson opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

## APPROVED – AGENDA

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

- Post new job description Information Technology (IT) Technician Risk Management.
- Travel Request.
- Sick Leave Donation.

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

## APPROVED - MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 93723 93836.
- Payroll Check Numbers: 154826 154827.
- Direct Deposit Check Numbers: 421649 421791.

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

## APPROVED - JULY 12, 2022 & JULY 19, 2022 MINUTES

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on July 12, 2022. Also, the Minutes of the Special Called Meeting of July 19, 2022.

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

## APPROVED - PERSONNEL

Commissioner Gary made a motion to approve the following:

- Sheriff New Hire Matthew Enfinger Deputy
- Maintenance Dept. New Hire Joshua Meeks Maintenance Tech
- Solid Waste New Hire Heather Hutto Solid Waste Clerk

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

## APPROVED - EMPLOYEE TRAVEL

Commissioner Carroll made a motion to approve the following:

 Willie Worsham – EMA – Aug 23-26, 2022 – ACCA Conference – Orange Beach, AL – Total \$1,676.76

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

## APPROVED - EMERGENCY MASS NOTIFICATION - EMA

Commissioner Wilson made a motion to approve EMA's emergency mass notification agreement. See Exhibit 1.

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

## APPROVED – 2021 HAZARD MITAGATION PLAN - EMA

Commissioner Grantham made a motion to approve the EMA 2021 Hazard Mitigation Plan. See Exhibit 2.

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

## APPROVED – EMS DISTRIBUTION – APRIL-JUNE, 2022

Commissioner Gary made a motion to approve the EMS distribution for April-June, 2022. See Exhibit 3.

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

## APPROVED – HAVA GRANT

Commissioner Carroll made a motion to approve the HAVA grant. See Exhibit 4.

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

## APPROVED – JUSTICE ASSISTANCE GRANT

Commissioner Gary made a motion to approve the Justice Assistance Grant (JAG) for Wiregrass Aviation Support Program. See Exhibit 5.

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

## APPROVED - BOARD APPOINTMENT - AG PLEX ARENA AUTHORITY

Commissioner Carroll made a motion to approve the following:

- Change the designation of Place 2, Seat 1 from "USDA" to "Member-At-Large"
- Len Windham be transferred from his current position of Place 4, Seat 2 (Young Farmer's) to Place 2, Seat 1 (Member-At-Large).

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

## TABLED - PERSONNEL - COST OF LIVING RAISE

Commissioner Grantham made a motion to table a cost of living raise and budget amendments.

Commissioner Carroll seconded the motion, Commissioners Grantham, Carroll, and Gary voted aye. Commissioner Wilson vote nay. Motion carried.

## APPROVED – NEW JOB DESCRIPTION

Commissioner Gary made a motion to approve to post a new job description: Information Technology (IT) Technician-Risk Management. See Exhibit 6.

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

## APPROVED - EMPLOYEE TRAVEL

Commissioner Grantham made a motion to approve the following:

 Revenue – Nicole Peters – July 27-29, 2022 – Motor Vehicle Title Class - \$775.05 – Montgomery, AL.

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

## APPROVED - SICK LEAVE DONATION

Commissioner Grantham made a motion to approve to the sick leave donation for Angela Munn.

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

## ANNOUNCEMENT - NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, July 26, 2022 at 10:00am.

## ADJOURNMENT: CONFIRMATORY STATEMENT

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

# Hyper-Reach •>))

the power of instant communication

## Asher Group Services Agreement for Hyper-Reach<sup>™</sup> Customers

Exhibit

This agreement is made between Asher Group, 3300 Monroe Avenue, Suite # 317,

Rochester, NY 14618, and Dale County EMA, 168 South Merrick Avenue, Ozark, AL 36361 ("Customer").

Whereas Asher provides mass emergency notification services ("Services") and will make Services available to Customer under the following terms and conditions:

#### 1) Services

Services are described in Exhibit A – Description of Services. Services shall be available as described in Section 3 below.

#### 2) Cost of Services

Services provided to Customer shall be billed according to the pricing schedule: See Exhibit B - Cost of Services.

## 3) Service Availability

Services shall be available 24 hours a day, 7 days a week, except for: (i) planned downtime ("Scheduled Downtime") for which Asher shall provide a minimum of 8 hours prior notice and shall normally but not necessarily schedule within the interval from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time) or (ii) any unavailability caused by circumstances beyond Asher's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks ("Emergency Downtime"), and (iii) software or other failures which interrupt services. In the case of such failures, Asher warrants that it will use its best commercially reasonable efforts to correct such failures as quickly as possible.

#### 4) Limited Warranty; Disclaimers of Warranty

Asher represents and warrants that the Services, under normal operation and when used as authorized herein, will perform substantially in accordance with the Description of Services during the Term.

Asher's sole obligation and Customer's exclusive remedy for any breach of the above warranty is limited to Asher's commercially reasonable efforts to correct the non-conforming Services at no additional charge to Customer. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by Customer in any way arising out of or referable to Services provided under this Agreement, so long as such damages were not caused by wrongful misdoing or gross negligence on the part of Asher.

EXCEPT AS WARRANTED IN THIS SECTION, ASHER HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ASHER MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM.

## 5) Payments

All charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month (on a prorated basis) during which payment is outstanding. Upon request by Customer, Asher shall promptly provide written details for any such amounts that are in dispute ("Disputed Amounts"), which such Disputed Amounts shall only be subject to late charges in accordance with the following provision. In the event it is determined any Disputed Amounts are due and payable, Customer shall promptly remit such payment, including late fees from the time in which fees were confirmed in writing and the date in which Asher received payment for such fees in full (on a prorated basis). Both parties agree to use commercially reasonable efforts to resolve any Disputed Amounts within thirty (30) business days of Customer first being invoiced.

## 6) Force Majeure

Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, severe weather, malicious computer or internet virus, worm, attack, hack, or any other event not reasonably foreseeable by, and beyond the control of a party, provided that such party uses commercially reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

#### 7) Term and Termination

The Services shall be deemed to start on the date the Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue for a minimum of 12 months thereafter (the "Initial Term"), and then indefinitely until terminated in accordance with the provisions hereof (the "Term").

7.1 After the Initial Term and each subsequent term, this Agreement shall automatically renew for an additional period of 12 months ("Renewal Term"). Either party may terminate the Agreement for convenience upon ninety (90) days prior written notice of the Renewal Term, but not before all amounts due are fully paid.

7.2 Either party may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of

## written notice.

7.3 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may choose to terminate the Agreement immediately upon written notice.

7.4 If this Agreement is terminated for any reason, (a) within thirty (30) days Customer shall pay Asher all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; and (c) all provisions in the Agreement, which by their nature are intended to survive termination shall so survive.

## 8) Default

Upon default of payment, but subject to the provisions for Disputed Amounts in Section 5 above, Asher reserves the right to discontinue further Service to Customer. Regardless of the foregoing, Asher must provide written notice to Customer of any such failure to make payment and provide Customer not less than 30 days to cure such default. Asher is not responsible for any damages to Customer resulting from such suspension, discontinuation or termination of service, so long as the 30-day cure period has been granted to Customer.

#### 9) Confidentiality

Each party expressly acknowledges and understands that it may have access to Confidential Information belonging to the other party.

9.1 "Confidential Information" means all information that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, or (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (c) is disclosed in a manner whereby the disclosing party reasonably communicated, or the receiving party should reasonably have understood, that the information is considered by the disclosing party to be confidential, whether or not the specific designation "confidential" or any similar designation is used, including, without limitation, all reports, information and data in whatever form, regarding a disclosing party's sales, customers and prospects, usage statistics, product pricing, business plans, suppliers, costs, operations, trade secrets, strategies, know-how, source code, obfuscated code, and object code.

9.2 Notwithstanding the previous sentence, "Confidential Information" does not include any information which (a) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of an improper disclosure directly or indirectly by the receiving party; (b) was or becomes available to the receiving party on a non-confidential basis from a source other than the parties hereto provided that such source is not at the time of disclosure bound by a confidentiality or other nondisclosure agreement with either of the parties hereto or is not otherwise prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation; or (c) the receiving party can demonstrate is independently acquired or developed by the receiving party without violating any of the receiving party's obligations under this Agreement.

9.3 Each party as a receiving party agrees that the Confidential Information disclosed to it by the disclosing party (a) will be kept confidential by the receiving party, its affiliates, and their respective directors, officers, employees, agents, consultants, advisers, or other representatives, including legal counsel, accountants and financial advisers ("Representatives") and (b) without limiting the foregoing, will not be disclosed by the receiving party or the receiving party's Representatives to any person except with the specific prior written consent of the disclosing party, or except as expressly otherwise permitted by the terms of this Agreement. Each receiving party further agrees that the receiving party and the receiving party's Representatives will not copy, use or disclose any of the Confidential Information for any reason or purpose other than as expressly authorized herein.

#### 10) Governing Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of New York. Any dispute between the parties arising out of or related to this Agreement will be resolved by three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association in New York. An arbitrator shall be selected by each of the parties (which arbitrator shall have no direct or indirect interest in or relationship to the parties) and the two arbitrators selected by the parties shall select a third mutually agreeable arbitrator. The parties shall each pay one-half (1/2) of the costs and expenses of the arbitrators and each shall separately pay its respective counsel fees and expenses. The decision and award of the arbitrators will be final and binding and the award so rendered may be entered in any court having jurisdiction of the matter.

## 11) Notice

All notices and communications required or permitted under this Agreement shall be in writing and shall be delivered in person, sent by overnight delivery, or sent via email, with confirmation of receipt, to the addresses and email addresses set forth below, or to any other address, as such party will designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section will be deemed received if personally delivered, then on the date of delivery, if by overnight delivery or email, on the date of confirmation of receipt.

If to Asher:

Attn: Samuel Asher Email Address: <u>support@ashergroup.com</u> Physical Address:Sam Asher Computing Services, Inc. 3300 Monroe Avenue, Suite # 317 Rochester, NY 14618

Asher Group 3300 Monroe Ave., Suite 317 Rochester, NY 14618 12/11/21

## If to Customer: Dale County EMA

Attn: Willie Worsham

Email Address: daleema@dalecountyal.org

Physical Address: 168 South Merrick Avenue, Ozark, AL 36361

#### 12) Relationship of the Parties

Nothing contained herein will be deemed to create a partnership, joint venture, agency or Employment relationship between the parties hereto. Neither party is authorized to enter into any contract or commitments on behalf of the other, or assume any obligation for, or otherwise bind the other party financially or otherwise, nor will it represent that it has such authority. Each party is acting hereunder as an independent contractor.

## 13) Taxes

Client shall pay all applicable sales, use and value added taxes (local, state, county, federal or national).

#### 14) Assignment

Except as expressly stated otherwise in this Agreement, neither party may assign, delegate, sublicense or otherwise transfer any rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the above, either party may assign this Agreement to (i) an entity that purchases all or substantially all of the assets or a distinct business line (or operating unit) of such party, a third party that such party will be merged into pursuant to a merger, or a third party in connection with a corporate reorganization; or (ii) a parent, affiliate or subsidiary of such party whereby such parent, affiliate or subsidiary is at least in 50% (fifty percent) common interest with one another. Any assignment shall be proceeded by notice of the assignment provided to the other party at least 5 days prior to the consummation of the applicable transaction. Any attempted assignment, delegation, sublicense or other transfer by either party in violation of this Agreement shall have no force or effect.

#### 15) Waiver

None of the terms of this Agreement will be deemed to be waived or modified except by an expressed Agreement in writing signed by both parties. The failure of a party hereto in enforcing any of its rights under this Agreement will not be deemed a continuing waiver or modification by such party of any of its rights under this Agreement.

#### 16) Severability

If any provision of this Agreement is for any reason declared to be invalid, the validity of the remaining provisions will not be affected thereby.

#### 17) Entire Agreement

This Agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this Agreement.

#### 18) Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original of this Agreement; and all of which when taken together, shall be deemed to constitute one and the same instrument. The parties further agree to be bound by a facsimile or an electronic scanned copy of their respective signatures. IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and date first written above.

Asher

I have authority to bind the corporation

**Asher Customer** 

Signature S I have authority to bind the corporation

Print Name

Print Name

Title

itle

7-26-22

Date

## **Exhibit A - Description of Services**

## 1) Service

Provide access to Hyper-Reach notification system, which enables the Client to instantly send messages via multiple channels to any number of recipients. Hyper-Reach service will commence on the activation date indicated below, or two (2) weeks after the signing of this agreement and receiving set up data. The system will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

#### 2) Deliverables

• Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.

 Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.

- Access to the Hyper-Reach Launch App via iOS or Android device
- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (WEA from cell towers)
- Automated Weather Alerts

## 3) Performance

The system can make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver over 100,000 messages per hour, and over 100,000 SMS (text) per hour.

## **Exhibit B – Cost of Services**

Services provided to Client shall be billed according to the following:

Service	Cost	Description
Standard Notification System	Included with Package Pricing	Includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alerts	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Google maps integrated with landline phone data and GIS mapping.

IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA and Hyper-Reach has your credentials.
On-Site Training (1/2 day) (OPTIONAL)	\$600 (plus travel)	Up to 4 hours of in-person training.
	Package Pricing	
Emergency Mass Notification	\$10,500.00 annually	<ul> <li>Package Includes:</li> <li>Hyper-Reach</li> <li>Community Signup</li> <li>IPAWS alerts</li> <li>Automated Weather Alerts (based on community signup)</li> <li>Accu-Reach Targeting Tool</li> <li>Web Training</li> <li>Marketing Support</li> <li>Unlimited minutes</li> </ul>

Estimated Activation Date: / /

Asher Group 3300 Monroe Ave., Suite 317 Rochester, NY 14618 12/11/21

Dale County, Alabama

DALE COUNTY, AL RESOLUTION NO. 2022-07-26-01

A RESOLUTION OF DALE COUNTY ADOPTING THE

Southeast Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, August 2021

WHEREAS the Dale County Commission recognizes the threat that natural hazards pose to people and property within Dale County, AL; and

WHEREAS Dale County, AL has prepared a multi-hazard mitigation plan, hereby known as Southeast Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, August 2021 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS Dale County Emergency Management Plan, identifies mitigation goals and actions to reduce or eliminate longterm risk to people and property in Dale County, AL from the impacts of future hazards and disasters; and

WHEREAS adoption by the Dale County Commission demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Dale County Emergency Management Plan,

NOW THEREFORE, BE IT RESOLVED BY THE Dale County Commission, Dale County, Alabama,

ADOPTED by a vote of  $\underline{4}$  in favor and  $\underline{0}$  against, and  $\underline{0}$  abstaining, this  $\underline{26}$  day of 26 July, 2022.

By: Some

STEVE McKINNON COMMISSION CHAIR

APPROVED AS TO FORM: By:

CHERYL GANEY / DALE COUNTY ADMINISTRATOR

## **EMS FUNDS**

## April - June, 2022 DISTRIBUTION

ARITON	\$ 3,401.75	705-23600-000
DALEVILLE	\$ 14,148.05	705-23600-000
ECHO	\$ 11,668.00	705-23600-000
LEVEL PLAINS	\$ 1,500.00	705-23600-000
MARLEY MILLS	\$ 3,401.75	705-23600-000
OZARK EMS	\$ 17,008.75	705-23600-000
SO DALE EMS	\$ 14,865.65	705-23600-000

\$65,993.94

ALABAMA STATE CAPITOL 600 DEXTER AVENUE SUITE S-105 MONTGOMERY, AL 36130



(334) 242-7200 Fax (334) 242-4993 www.sos.alabama.gov john.merrill@sos.alabama.gov

## JOHN H. MERRILL SECRETARY OF STATE

**County Contact Information** 

Name of Primary Contact:	SHARON A. MICHALIC
Direct Telephone Number:	(334) 774-2754 EXT: 2632
Email:	smichalic@aol.com or probatejudge@dalecountyal.org

## **Items Requested for Remuneration**

Please complete this section indicating the item(s) and the reasoning your county's elections will benefit from the acquisition of the item(s). In order to be eligible to receive funds, you must complete all areas in this section. Remember to provide a picture or rendering of the property.

Items [Property or Services] to be Purchased with Concise Description	Cost of Items [Property or Services]	Reason for Purchase
KCS, Keet Consulting Services,LLC	\$19,600.00	GIS Services & Services District Creation/Geocoding
		GIS Maintenance & Support Services
	1	
e .		
1		
		- -
TOTAL:	\$19,600.00	

Please provide details for each non-repeating item for which you are seeking reimbursement Make additional pages if necessary



Exhibit 4





A Spatial Solutions Company

2501 Meadowview Lane Suite 202 Pelham, AL 35124

# Dale County Board of Registrars VAM Proposal



## **GIS Services and Support**

## **Description:**

In response to request of the **Dale** County, KCS is happy to provide this cost proposal addressing the following:

- District Creation (Mapping)
- Precinct Part Creation
- Processing Multi-Source Addressing
- Upload into ES&S (Registrar Office)
- GIS Maintenance & Support Services



**District Creation (Mapping)** - KCS will manipulate district polygon boundaries to coincident boundary lines. These layers must be provided to KCS in digital or paper format. Interaction with county staff may be required during this process. Upon completion of this critical initial step, all coincident boundary map lines must be approved by **Dale** County prior to initiating the GeoCoding Voter Registration process.

GeoCoding Voter Registration Geocoding voters' addresses is the best way to maintain an accurate and up-to-date voter registration system. With the help of GIS, the geocoding process assigns latitude and longitude coordinates to each address, thereby standardizing how voters' addresses are represented in a registered voter file. Addresses are then matched against streets on a digital map. KCS utilizes best practice techniques in the multi-source address process to ensure accuracy. After mapping voters' locations, precinct and district boundaries can be overlaid or redrawn while keeping an accurate account of voter assignments. Voter precinct parts auto generate from the district boundaries. KCS will assign each individual precinct part number. Addressing layer data will be provided by Dale County GIS. KCS will not manipulate the data. Results will be as accurate as the data provided. KCS will provide a general file to import and override existing precinct parts. Interaction with the county's current voter registration software vendor will be required.

The county's current vendor (ES&S) requires the following file format to be adhered to in order to import into their system:

Tab-delimited txt file with the following data fields:

- City (25)
- Street pre-directional (2)
- Street name (30)
- Street Type Code (4)
- Street post-directional (2)
- Precinct Code (7)
- Group Code (3)
- Zip Code (5)
- Map ID number (10)
- Edit Code (1)
- District List (...)

Once imported, logistics between the Board of Registrars' Office and the entities responsible for maintaining addresses for ongoing maintenance must be set forth.

November 10, 2021



GIS Maintenance & Support Services – GIS Maintenance and Support Services covers all aspects of support, management, upgrades and periodic updates related to the GIS component of the ES&S Voter Registration software for the Board of Registrars' Office. This does not include any application design or development.

Description	Price per Unit	Units	Totals
District Creation/ GeoCoding *(One-time fee)	\$10,000.00*	1	\$10,000.00
GIS Maintenance & Support Services (Monthly)	\$800.00	12	\$9,600.00
n an	Fotal		\$19,600.00

## **GIS Services & Support - COST**

**Conclusion** – It is KCS's goal to make this process as smooth and straightforward as possible. Within one month, KCS expects to have the process completed for updating the street file in ES&S.

If you have any questions, please do not hesitate to call or email. Thank you for the opportunity to provide you this proposal.

Phil Nix Keep Consulting Services, LLC 2501 Meadowview Lane, Suite 202 Pelham, AL 35124 pnix@kcsgis.com www.kcsgis.com Office: 205-620-9843 Mobile: 251-802-7047

November 10, 2021

## AGREEMENT FOR GIS SERVICES AND SUPPORT

## THIS AGREEMENT ("Agreement") is made this <u>12<sup>th</sup></u> day of <u>July</u>, 2022, by and between KEET CONSULTING SERVICES, LLC, an Alabama limited liability company ("KCS"), and the DALE COUNTY COMMISSION ("the Client").

## RECITALS

WHEREAS, the Client, in its desire to make provision for GIS Services and Support, for the benefit of the citizens of Dale County AL; and

WHEREAS, the Client has agreed to allow KCS to perform certain services in connection therewith.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

 Proposal. This Agreement includes the terms and conditions of the "Proposal" attached hereto, all of which, including but not limited to the description of GIS Services and Support for the Board of Registrars with cost overview, are incorporated herein by reference.

## 2. Term and Termination.

(a) The contract period shall begin on the date this Agreement is formally approved by the Client and shall continue for a period of 3 years, unless otherwise terminated or extended in accordance with the terms of this Agreement.

(b) This Agreement may be terminated: (i) by either party upon one (1) year written notice; (ii) by the Client in the event KCS makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against KCS, or if a receiver or trustee is appointed for all or any part of the property or assets of KCS; or (iii) by a written agreement executed by the parties.

(c) Upon any termination or expiration of this Agreement, KCS shall immediately deliver to the Client all copies of confidential information in the possession, custody or control of KCS.

(d) In the event this Agreement is terminated, the Client shall pay KCS for all services and work undertaken in performance of its obligations hereunder up to the date of termination. In addition, where applicable, there were discounts applied for multi-year terms of services and support fees are also subject to payment. Such payment is due and payable upon the submission to the Client of: (i) a properly payable invoice; (ii) a detailed record that documents the extent to which performance of services was completed through such date of termination; and (iii) written certification of compliance with Section 2(c).

3. Performance of Services. During the term of this Agreement and any extension or renewal thereof, KCS agrees to perform the services set forth herein and in the Proposal in accordance with the provisions thereof.

## 4. Payment Terms.

(a) The Client shall pay KCS for the services hereunder the amounts set forth on the Proposal attached hereto

(b) The amounts stated in the Proposal attached hereto include all taxes, duties and levies of any governmental entity, exclusive of taxes on KCS's net income, and KCS shall be solely responsible for any such taxes, duties or levies.

(c) The Client agrees that amounts of all properly payable invoices shall be due and payable within thirty (30) days after receipt. In the event the Client disputes the amount charged, services completed, or whether such invoice is properly payable, the amount of such invoice will not be due and payable until the parties resolve the dispute.

## 5. Warranties.

(a) KCS Warranty. KCS warrants to the Client that: (i) KCS has the right and authority to enter into and perform its obligations under this Agreement; (ii) KCS shall perform the services in a workmanlike manner; (iii) the services, throughout the term of this Agreement shall conform substantially to the provisions of this Agreement and as set forth in the Proposal attached hereto; and (iv) the services and materials provided shall not contain any content, data, work, materials, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

(b) The Client represents and warrants to KCS that: (i) the Client has the power and authority to enter into and perform its obligations under this Agreement; and (ii) the content of the Client's application does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. General.

(a) The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) Neither party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

(c) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

(d) If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(e) All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the parties at their respective addresses or to such other address as either party may, from time to time, designate by notice to the other party.

(f) No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

(g) This Agreement shall be governed in all respects by the laws of the State of Alabama without regard to its conflict of laws provisions.

(h) The respective rights and obligations of the parties under Sections 2(c), 2(d) and 7 shall survive any termination or expiration hereof.

(i) This Agreement, together with the Proposal which is incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

**KEET CONSULTING SERVICES, LLC** 

By L. Ethan Southern, Owner

DALE COUNTY, AL

She Mikenn

By Dale County Chairman, Steve McKinnon

## RESOLUTION NO. 2022-222

WHEREAS, the Bureau of Justice Assistance under the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) has awarded a joint grant to the Dothan Police Department and Houston County Sheriff's Office in the amount of \$68,280.00 to support a broad range of activities to investigate, prevent and control crime based on local law enforcement needs and conditions; and

WHEREAS, the Dothan Police Department elects to share their portion with the Dale County Sheriff's Office, Wiregrass Aviation Support Program (WASP).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan applies for and accepts funding from the United States Department of Justice (USDOJ), Bureau of Justice Assistance under the 2022 Edward Byrne Memorial Justice Assistance Grant Program for the purchase of law enforcement technology advancement and equipment in the amount of \$68,280.00, \$56,360.88 for the City of Dothan to be shared with Dale County for the Wiregrass Aviation Support Program (WASP), and \$9,870.72 for Houston County. The USDOJ requires \$2,048.40 (3%) set aside for National Incident-Based Reporting System (NIBRS) non-compliance.

Section 2. That the City of Dothan enters into an inter-local agreement with Houston and Dale County to accept funding from the United States Department of Justice, Bureau of Justice Assistance under the 2022 Edward Byrne Memorial Justice Assistance Grant Program, which said agreement follows:

#### THE STATE OF ALABAMA

#### **COUNTY OF HOUSTON**

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF DOTHAN, ALABAMA AND COUNTY OF HOUSTON, ALABAMA AND COUNTY OF DALE, ALABAMA

### 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this <u>19</u><sup>th</sup> day of <u>July</u> 2022, by and between the COUNTY of HOUSTON, Alabama, COUNTY of DALE, and the CITY of DOTHAN, Alabama, acting by and through its governing body, City Board of Commissioners and County Board of Commissioners.

WHEREAS, this Agreement is made under the authority of Section 34 U.S.C. § 10156(d) (4). According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY of Houston, COUNTY of Dale, and the CITY of Dothan hereby set-aside 3% (\$2,048.40) as required for all jurisdictions that are not currently in compliance with the National Incident-Based Reporting System (NIBRS).

WHEREAS, the COUNTY of Houston agrees to accept \$9,870.72 of the allocated JAG funding that will be utilized to purchase and install six (6) in-car video camera systems for law enforcement use. The COUNTY will be responsible for purchasing and maintaining the County equipment on this grant. The total estimated cost for this equipment is \$21,990.00. The COUNTY agrees to pay equipment costs above their grant award, approximately \$12,119.28. The COUNTY shall submit a copy of paid invoice(s) to the CITY for reimbursement. The CITY will request a drawdown of grant funds and upon receipt of grant funds shall reimburse the COUNTY; and

WHEREAS, the CITY agrees to retain \$56,360.88 of the remaining JAG funding that will be utilized to purchase a radio package for the helicopter owned and operated by the COUNTY of Dale. The CITY is a partner with the COUNTY of Dale through the Wiregrass Aviation Support Program (WASP) for the purpose of providing regional law enforcement flight operations. The COUNTY of Dale will be responsible for purchasing and maintaining the equipment on this grant. The total estimated cost for this equipment is \$59,785.35. The COUNTY shall submit a copy of paid invoice(s) to the CITY for reimbursement. The CITY will request a drawdown of grant funds and upon receipt of grant funds shall reimburse the COUNTY. The CITY will be the administrator of the grant. The CITY agrees to pay equipment costs above their grant award purchased for the COUNTY of Dale utilizing police seizure funds, approximately \$3,424.47; and

WHEREAS, nothing in the performance of this Agreement shall impose any liability for claims against the other. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF HOUSTON, ALABAMA

CITY OF DOTHAN, ALABAMA

Mayor Proten Mayor David L. Crutch Field Mark Saliba

7-19-2022 Date Signed

ATTEST:

APPROVED AS TO FORM:

Dale County Chairman

APPROVED AS TO FORM:

Houston County Attorney

Dale County Attorney

Houston County Chairman Mark Culver

Date Signed

COUNTY OF DALE, ALABAMA

Steve Mckinnon

## MEMORANDUM OF UNDERSTANDING

#### Between the

## **CITY OF DOTHAN, ALABAMA AND COUNTY OF HOUSTON, ALABAMA AND COUNTY OF DALE, ALABAMA**

## 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Memorandum of Understanding (MOU) is made and entered into on this 19 day of July 2022, by and between Sheriff Donald Valenza of the COUNTY of HOUSTON, Alabama, Sheriff Wally Olson of the COUNTY of DALE, and Chief of Police William E. Benny of the CITY of DOTHAN, Alabama.

Sheriff Donald Valenza for the COUNTY of Houston, Sheriff Wally Olson of the COUNTY of Dale, and Chief of Police William E. Benny for the CITY of Dothan hereby set-aside 3% as required for all jurisdictions that are not currently NIBRS compliant, \$305.28 COUNTY of Houston and \$1,743.12 CITY of Dothan.

As determined by JAG formula, the remaining direct allocation of \$9,870.72 is awarded to the COUNTY of Houston and the remaining \$56,360.88 is awarded to the CITY of Dothan to be shared with the COUNTY of Dale for the Wiregrass Aviation Support Program (WASP).

The CITY will be the administrator/fiscal agent of the grant.

An Interlocal Agreement shall be entered between the COUNTIES and the CITY acting by and through its governing bodies, the Board of Commissioners, and submitted with the grant application.

Each party to this Agreement will be responsible for its own actions providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein.

Houston County, Alaba Sheriff Donald Valenza

7.13.22 Date Signed

Dale County Alabama

Sheriff Wally Olson

City of Dothan, Alabama Chief of Police William E. Benny

Date Signed

## U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

## Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

#### Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government

Mark Saliba Daw, J.L. Crutchfield

7/19/2022 Date of Certification

Mayor Title of Chief Executive

City of Dothan, Alabama Name of Applicant Unit of Local Government

Rev. April 26, 2022

Alabama LOCAL JAG ALLOCATH

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

kata 📃	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
AL	PIKE COUNTY	County	Harris Property	
AL	TROY CITY	Municipal	\$19,874	\$19,874
AL	RUSSELL COUNTY	County		
AL	PHENIX CITY	Municipal	\$20,632	\$20,632
AL	SHELBY COUNTY	County		
AL	CALERA CITY	Municipal	\$18,397	\$18,397
AL	TALLADEGA COUNTY	County		A SAN DI MAN
AL	TALLADEGA CITY	Municipal	\$12,052	\$12,052
AL	TALLAPOOSA COUNTY	County		
AL	ALEXANDER CITY	Municipal	\$26,937	\$26,937
AL	TUSCALOOSA COUNTY	County	\$17,479	
AL	TUSCALOOSA CITY	Municipal	\$49,405	\$66,884
AL	AUBURN CITY	Municipal	\$19,075	a second seco
AL	BALDWIN COUNTY	County	\$22,348	
AL	BESSEMER CITY	Municipal	\$51,959	
AL	BLOUNT COUNTY	County	\$26,857	
AL	CHILTON COUNTY	County	\$14,207	earline out form and wa
AL	FAIRFIELD CITY	Municipal	\$13,848	
AL	HOOVER CITY	Municipal	\$10,256	
AL	LEE COUNTY	County	\$28,015	
AL	LIMESTONE COUNTY	County	\$16,601	
AL	MADISON CITY	Municipal	\$14,766	A CANE AND A CANADA
AL	OPELIKA CITY	Municipal	\$14,247	and the second states of the second
AL	PRICHARD CITY	Municipal	\$16,162	and the second sec
AL	ST CLAIR COUNTY	County	\$16,202	
AL	TARRANT CITY	Municipal	\$10,775	
a constate R.C.	Toral total			and the star of the sector

## OMB Number: 4040-0004

Expiration Date: 12/31/2022

Application for	Federal Assista	ince SF-424	
* 1. Type of Submiss		* 2. Type of Application:	* If Revision, select appropriate letter(s):  * Other (Specify):
* 3. Date Received: Completed by Grants po	w upon submission.	4. Applicant Identifier:	
5a. Federal Entity Id	entifier:		5b. Federal Award Identifier:
State Use Only:			
6. Date Received by	State:	7. State Application	on Identifier:
8. APPLICANT INF	ORMATION:		
* a. Legal Name: [	othan Police D	epartment	
	yer Identification Nur		*C. UEI: V5AGXV9K8JN8
d. Address:	-		
* Street1: Street2:	210 N Saint A	ndrews Street	
* City: County/Parish: * State:	Dothan AL: Alabama		
Province: • Country:	USA: UNITED S	TATES	
* Zip / Postal Code:	36303-4840		
e. Organizational	Unit:		
Department Name:			Division Name:
Dothan Police	Department		
f. Name and conta	ct information of p	erson to be contacted on	matters involving this application:
Prefix: Middle Name:		• First Na	me: Taylor
* Last Name: Wi. Suffix:	lliams		
Title: Accountin	g/Grant Coordi	nator	
Organizational Affilia	ation:	ener Parces	
* Telephone Numbe	r: 334-615-3632		Fax Number:
* Email: tbwilli	ams@dothan.org		

and a second	and an
Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type:	
C: City or Township Government	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3: Select Applicant Type:	
* Other (specify):	
II.	
* 10. Name of Federal Agency:	
Bureau of Justice Assistance	
11, Catalog of Federal Domestic Assistance Number:	
16.738	
CFDA Title:	
Edward Byrne Memorial Justice Assistance Grant Prog	Ian
* 12. Funding Opportunity Number:	And a second
0-BJA-2022-171368	
* Title:	
13. Competition Identification Number:	
C-BJA-2022-00155-FROD	
Title:	
Category 2 - Applicants with eligible allocation am	ounts of \$25,000 or more
14. Areas Affected by Project (Cities, Counties, States, etc.):	
bha [	Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:	
Dothan Aircraft Equipment/Houston County In-Car Cam	ieras
Attach supporting documents as specified in agency instructions.           Add Attachments         Delete Attachments         View Attachments	

Exhibit 5

sectors in the last state of the sector of t	and the second secon				
16. Congressional Districts Of:					
a. Applicant 002		1	*b. Program/Project 002		
Attach an additional list of Program/Pro	ect Congressional District	s if needed.			
		Add Attachment	Delete Attachment	View Attachment	
17. Proposed Project:					
a. Start Date: 10/01/2022			* b. End Date:	10/01/2023	
18. Estimated Funding (\$):		Charles and the second s			101 Pr 1163
a. Federal	68,280.00			and the officer of the second s	
b. Applicant	0.00				
c. State	0.00				
d. Local	0.00				
e. Other	0.00				
f. Program Income	0.00				
g. TOTAL	68,280.00				
b. Program is subject to E.O. 123	372 but has not been sel ). 12372.	lected by the State for		ew on	
b. Program is subject to E.O. 123     c. Program is not covered by E.C 20. Is the Applicant Delinquent On     Yes	372 but has not been sel 0. 12372. Any Federal Debt? (If ' ach	lected by the State fo "Yes," provide explan Add Attachment	r review. nation in attachment.) Delete Attachment	View Atlachment	
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## **DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013 Expiration Date: 02/28/2025

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
a contract	a bid/offer/application	a. initial filing
b. grant c. cooperative agreement	b. initial award c. post-award	b, material change
d. toen		
e. Ioan guarantee		
1. Ioan insurance	l il il in the second se	
4. Name and Address of Report	ing Entity:	
*Name Dothan Police Department	A REAL PROPERTY.	
*Street 1 210 N. Saint Andrews Street	Street 2	
•City Dothan	State AL: Alabama	Zip 36303
Congressional District, if known		
The second s	bawardee, Enter Name and Address	of Prime:
6. * Federal Department/Agency:	7. * Federa	Program Name/Description:
Dothan Police Department	Edward Byrne M	emorial Justice Assistance Grant Program
	CFDA Number, I	fapplicable: 16,738
8. Federal Action Number, if know	n: 9. Award A	mount, if known:
	\$	68,280.00
10. a. Name and Address of Lobb	ying Registrant:	
Prefix First Name Taylor	Middle Name	
*Last Name Williams	Suffix	
*Street 1 210 N. Saint Andrews Street	Street 2	
•City Dothan	State AL: Alabama	Zip 36303
b. Individual Performing Services	(including address if different from No. 10a)	
Prefix First Name Taylor	Middle Name	
*Last Name Williams	Suffix	
Street 1 210 N. Saint Andrews Street	Street 2	
* City Dothan	State AL: Alabama	Zip 36303
reliance was placed by the tier shows when the	transaction was made or entered into. This disclosure is ne a for public inspection. Any person who fails to file the requirich failure.	bying activities is a material representation of fact upon which aired pursuant to 31 U.S.C. 1352. This information will be reported to red disclosure shall be subject to a civil penalty of not less than
*Name: Prefix First	the second se	Middle Name
*/ ast Name	Part -	] suffix
Saliba		
Title: Hayor	Telephone No.: 334-615-3000	Date: completed on submission to Grants.gov
Federal Use Only:		Authorized for Local Reproduction Blandard Form - LLL (Rev. 7-87)

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

#### Finding your jurisdiction:

MOU.

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the

State	Jurisdiction Name	Gong inment Type	Birnet/Allocation -	init Allocation
AL	CALHOUN COUNTY	County		
AL	ANNISTON CITY	Municipal	\$44,456	\$44,456
AL	COFFEE County	County	\$12,850	\$12,850
AL	ENTERPRISE City	Municipal	\$12,850	\$12,850
AL	DALE COUNTY	County	A STATE OF A STATE OF A STATE	
AL	OZARK CITY	Municipal	\$11,294	\$11,294
1. 200 5 12		Trial and the second and		fille of the
AL	DALLAS COUNTY	County		THE FULL
AL	SELMA CITY	Municipal	\$13,369	\$13,369
Sector Sector		and the second second	design of the second second	
AL	ETOWAH COUNTY	County		and British
AL	GADSDEN CITY	Municipal	\$26,219	\$26,219
AL	HOUSTON COUNTY	County	\$10,176	A REAL PROPERTY
AL	DOTHAN CITY	Municipal	\$58,104	\$68,280
			And State Strengthered	and the second
AL	JACKSON COUNTY	County		
AL	SCOTTSBORO CITY	Municipal	\$14,446	\$14,446
AL	JEFFERSON COUNTY	County	\$49,045	
AL	BIRMINGHAM CITY	Municipal	\$291,559	\$340,604
Sec. 1			and the second second second second	SEAR HELINATION
AL	LAUDERDALE COUNTY	County		
AL	FLORENCE CITY	Municipal	\$18,317	\$18,317
AL	MADISON COUNTY	County	\$35,278	
AL	HUNTSVILLE CITY	Municipal	\$119,561	\$154,839
AL	MOBILE COUNTY	County	\$12,770	
AL	MOBILE CITY	Municipal	\$151,207	\$163,977
AL	MONTGOMERY COUNTY	County		AND THE CASE OF
AL	MONTGOMERY CITY	Municipal	\$120,319	\$120,319
		erster de la des autors de la		
AL	MORGAN COUNTY	County		
AL	DECATUR CITY	Municipal	\$17,120	\$17,120

Res. No. <u>2022-222</u>, accepting a grant in the amount of \$68,280.00 from the U.S. Department of Justice, continued.

Section 3. That Mark Saliba, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute said agreement and to apply for and accept said funding for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on

ATTEST:

City Clerk

Mayor Associate Commissioner District 1 Associate Commissioner District 2 Associate Commissioner District 3 Associate Commissioner District 4 Associate Commissioner District 5 Mayor Proten Associate Commissioner-District 6

uly 19,2022

BOARD OF CITY COMMISSIONERS

## Proposed Change Posted 07/26/2022 – 08/04/2022

## Information Technology (IT) Technician – Risk Management

## Grade X1 Wage Range \$14.20 - \$20.30

Division	Department	Location
Commission	Commission	Dale County Commission

## **Reports To**

Administrator

## Job Summary

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

## **Duties and Responsibilities**

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

- 12. Demonstrate initiative in identifying potential problems or opportunities for improvement.
- 13. Perform other tasks consistent with the goals and objectives of this position.
- 14. Serves as active safety coordinator for Dale County.
- 15. Maintains current SIDP information for all safety sensitive departments.
- 16. Conduct safety observation reports.
- 17. Provide recommendations for improving safety in the workplace.
- 18. Act as a liaison between management and external safety agencies.
- 19. Attends safety walks and inspections.
- 20. Investigate accidents that occur onsite and identify possible causes of the accident.
- 21. Attends yearly training for Dale County's SIDP program.
- 22. Maintain County Website and social platforms.
- 23. Assists in managing risk management programs, including loss prevention, insurance administration and risk assessments.

## **IT Technician**

### **Supervisory Responsibilities - None**

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

Stooping, Kneeling, Crouching,	<b>Climbing or Balancing</b>
33 - 66%	Up to 33%

Use Hands to Finger, Handle,<br/>More than 66%Reaching with Hands and ArmsMore than 66%More than 66%

Tasting orTalking or HearingUp to 33%More than 66%

LiftingUp to 10lbs Up to 33%	Up to 25lbs Up to 33%	Up to 50lbs Up to 33%	Up to 100lbs Up to 33%	More than Up to 33%
Vision: Close Vision Yes		ion Depth	Perception Yes	Ability to Adjust Yes
<b>Color Vision</b>	Peripheral V	ision		
Yes	Yes			

## Specific physical duties

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

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

## **Specific Noise Duties**

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

## Comments

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

## **IT Technician**

## **Job Specifications**

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

## Education

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

## **Work Experience**

Experience in all of the above preferred.

## Licenses

Valid Alabama Drivers' License. Must be insurable.

## Preferences

Previous Information Technology experience.

Approved