



Dale County Commission

Commission Meeting Minutes – May 27, 2025

The Dale County Commission convened in a regular session Tuesday, May 27, 2025, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll and District Two Commissioner Donald O. Grantham. Absent: District Three Commissioner Adam Enfinger District and District Four Commissioner Frankie Wilson.

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

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 102421 – 102515.
- 7Payroll Check Numbers: 155033 – 155035.
- Direct Deposit Check Numbers: 432554 - 432702.

Minutes: Commission Meeting of May 13, 2025.

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

APPROVED – TRAVEL

Commissioner Carroll made a motion to approve the following:

- Sheila Waller – Revenue – AAAO Conference – August 3-7, 2025.
- Sheila Waller, Kim Goode, Nicole Peters – Administrator Workshop – April 8-9, 2025.
- Austin Smith – Reappraisal – Real Property Appraisal Class – August 24-29, 2025

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

APPROVED – ACCA LEGISLATIVE COMMITTEE

Commissioner Carroll made a motion to approve Chairman Steve McKinnon for the ACCA 2025-2025 Legislative Committee.

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

APPROVED – LRSI PROJECT DCP 23-07-24 RESOLUTION

Commissioner Carroll made a motion to approve resolution for project DCP 23-07-24. See Exhibit 1.

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

APPROVED – SURPLUS CAPITAL ASSETS

Commissioner Carroll made a motion to approve the following surplus of capital assets:

- Asset #2113- Vebeer Chipper BC1800A, #1VRN13126V1001028
- Asset #4005 & 4024 – 2015 Chev Tahoe #1GNLC2EC2FR548628 & light package.

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

APPROVED – COMMUNICATION SERVICE AGREEMENT - SHERIFF

Commissioner Carroll made a motion to approve a communication service agreement with Motorola for the Sheriff's office. See Exhibit 2.

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

APPROVED – EQUIPMENT MAINTENANCE & SUPPLIES AGREEMENT

Commissioner Carroll made a motion to approve two (2) equipment maintenance and supplies agreements with Muller Communications for copiers for the Sheriff Office and Jail. See Exhibit 3.

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

TABLED – VIVIAN B ADAMS BOARD APPOINTMENT

Commissioner Carroll made a motion to table the appointment of a board member.

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

TABLED – SE AL REGIONAL PLANNING BOARD APPOINTMENT

Commissioner Carroll made a motion to table the appointment for an alternate member.

Commissioner Grantham 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, June 10, 2025, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

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



Steve McKinnon, Chairman

RESOLUTION

COUNTY OF DALE

STATE OF ALABAMA

Project No. DCP 23-07-24

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

Installation of Guardrail and Guardrail End Anchors at 4 Sites; Site 1: (BIN 007450) on CR-121, Site 2: (BIN 013193) on CR-445, Site 3: (BIN 012768) on CR-13, and Site 4: (BIN 012996) on CR-19 West; Project No. LRSI-2325(); DCP 23-07-24; CPMS Reference No. 100079531

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the special session of the County Commission of Dale County, this 27th day of May, 2025.

Dale County Commission
Governing Body

Steve McKinnon
Steve McKinnon, Chairman

Chris Carroll
Chris Carroll, Commissioner District 1

Donald Grantham
Donald Grantham, Commissioner District 2

(Absent)
Adam Enfinger, Commissioner District 3

(Absent)
Frankie Wilson, Commissioner District 4

**MOTOROLA SOLUTIONS**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2918593
Contract Number: USC000021036
Contract Modifier: R01-DEC-21 17:46:47

Date:12/02/2024

Company Name: DALE COUNTY COMMISSION

Attn:

Billing Address: 202 S HWY 123 STE C

City, State, Zip: OZARK , AL, 36360

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1036822288

Bill to Tag # :

Contract Start Date :01-Apr-2025

Contract End Date :31-Mar-2028

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$52,124.35
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$12,003.96
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$151,007.56
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$56,362.32
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$3,796.80
		Subtotal - Recurring Services	\$275,294.99
		Subtotal - One-Time Event Services	\$0.00
		Total	\$275,294.99
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Pricing for Maintenance and SUAll

Year 1 2025-2026: \$87,318.09

Year 2 2026-2027: \$91,684.87

Year 3: 2027-2028: \$96,292.03

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

**MOTOROLA SOLUTIONS****SERVICE AGREEMENT**

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CUSTOMER (PRINT NAME)

Mike Williams

Customer Support Manager- Alabama

01/10/2025

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mike Williams

2059659153

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : DALE COUNTY COMMISSION
Contract Number : USC000021036
Contract Modifier : R01-DEC-21 17:46:47
Contract Start Date : 01-Apr-2025
Contract End Date : 31-Mar-2028



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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.



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Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.



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17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



Exhibit 3

EQUIPMENT MAINTENANCE & SUPPLIES AGREEMENT

Sales Representative: P.J. Muller II

Start Date of Contract: On delivery date, TBD

CUSTOMER INFORMATION

Company: Dale County Sheriff Department

Address: 113 W Reynolds St

City: Ozark State: AL Zip: 36360

Phone: (334) 774-3114 Fax: _____

Contact(s): Aaron Meeks

Email: aaron.meeks@dalecountyal.gov

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

Print Tracker Installed Y ☒ N ☐ PT Computer: _____

EQUIPMENT LOCATION

Address: (same)

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

EQUIPMENT COVERED UNDER THIS AGREEMENT: ☐ SEE 'SCHEDULE A'

MAKE: Canon MODEL: C5840i S/N: 2YJ50299 ID#: 41448

STARTING METERS: Black & White: On delivery date, TBD Color: On delivery date, TBD

CONTRACT PRICING: \$10.00 per month, plus:

BLACK & WHITE BASE PRICE: \$ CPP (cost-per-page) # OF COPIES INCLUDED: CPP PER: M ☒ Q ☐ A ☐*

OVG RATE: \$.0079 BILLED PER: M ☒ Q ☐ A ☐

COLOR BASE PRICE: \$ CPP | # OF COPIES INCLUDED: CPP PER: M ☒ Q ☐ A ☐*

OVG RATE: \$.045 BILLED PER: M ☒ Q ☐ A ☐

TOTAL BASE AMOUNT: \$ 10.00/mo

THIS CONTRACT INCLUDES ALL PARTS, LABOR, DRUM(S), AND SUPPLIES (TONER & INK CARTRIDGES).

[DOES NOT INCLUDE PAPER, STAPLES OR SHIPPING CHARGES]

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

X Steve McK...

CUSTOMER SIGNATURE

X 05-27-25

DATE

1. AGREEMENT SCOPE OF COVERAGE

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

2. SERVICE CALLS

Service calls under this agreement will be performed from 8:00am to 5:00pm Monday-Friday excluding Holidays, at the equipment address shown on the reverse side of this agreement. Labor performed during a service call, cleaning, adjustments, and all parts necessary to the normal operation of the printer/MFP/Copier will be furnished free of additional charges.

3. METER READINGS

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

4. CHARGES

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

5. LATE CHARGES

LATE CHARGES; INTEREST; SUSPENSION OF SERVICE. Customer agrees to pay all invoices tendered for services performed and/or parts installed on Equipment when services are performed in advance of payment by Customer. If any part of any payment due to Muller Communications, Inc. hereunder is more than five days past due, Customer agrees to pay a late charge equal to ten percent (10%), to cover Muller Communications, Inc.'s administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Muller Communications, Inc. shall have the right to discontinue service in the event Customer becomes delinquent in payments.

6. SERVICES NOT INCLUDED

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

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

Network connectivity issues and/or repairs that are network, computer and/or end user induced.

* Repairs resulting from the use of labels, transparencies or media that is outside the manufacturers specifications.

* Repairs required due to malfeasance, intentional misconduct and/or gross negligence by customer.

* Repairs to correct damage due to poor environmental conditions.

* Customer agrees to provide the power recommended by the equipment manufacturer. Service or parts required as a result of improper power, telephone lines or computer cabling may not be covered under this agreement.

7. TERMS

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

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

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

8. BREACH OR DEFAULT

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

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

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

9. NO WARRANTY

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

10. ATTORNEYS FEES; COSTS.

In the event Customer defaults under this Equipment Order, or if any other dispute arises hereunder requiring Muller Communications, Inc. to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Equipment Order, Customer agrees to pay Muller Communications, Inc.'s reasonable attorneys' fees and all costs resulting from such action.

11. MISCELLANEOUS

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



CUSTOMER SIGNATURE

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

**EQUIPMENT MAINTENANCE & SUPPLIES AGREEMENT**Sales Representative: P.J. Muller IIStart Date of Contract: On delivery date, TBD**CUSTOMER INFORMATION**Company: Dale County JailAddress: 124 Adams StreetCity: Ozark State: AL Zip: 36360Phone: (334) 774-5402 Fax: _____Contact(s): Aaron MeeksEmail: aaron.meeks@dalecountyal.govEmail invoicing? Y ☐ N ☐ Billing Email (if not same as above): _____Print Tracker Installed Y ☒ N ☐ PT Computer: _____**EQUIPMENT LOCATION**Address: (same)

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

EQUIPMENT COVERED UNDER THIS AGREEMENT: ☐ SEE 'SCHEDULE A'MAKE: Canon MODEL: C5840i S/N: TBD ID#: TBDSTARTING METERS: Black & White: On delivery date, TBD Color: On delivery date, TBD**CONTRACT PRICING:** \$10.00 per month, plus:**BLACK & WHITE** BASE PRICE: \$ CPP (cost-per-page) # OF COPIES INCLUDED: CPP PER: M ☒ Q ☐ A ☐OVG RATE: \$.0079 BILLED PER: M ☒ Q ☐ A ☐**COLOR** BASE PRICE: \$ CPP | # OF COPIES INCLUDED: CPP PER: M ☒ Q ☐ A ☐OVG RATE: \$.045 BILLED PER: M ☒ Q ☐ A ☐**TOTAL BASE AMOUNT:** \$ 10.00/mo**THIS CONTRACT INCLUDES ALL PARTS, LABOR, DRUM(S), AND SUPPLIES (TONER & INK CARTRIDGES).****[DOES NOT INCLUDE PAPER, STAPLES OR SHIPPING CHARGES]****THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THE END OF THE CONTRACT.**X Shirley McKeen
CUSTOMER SIGNATUREX 05-27-25
DATE

1. AGREEMENT SCOPE OF COVERAGE

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

2. SERVICE CALLS

Service calls under this agreement will be performed from 8:00am to 5:00pm Monday-Friday excluding Holidays, at the equipment address shown on the reverse side of this agreement. Labor performed during a service call, cleaning, adjustments, and all parts necessary to the normal operation of the printer/MFP/Copier will be furnished free of additional charges.

3. METER READINGS

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

4. CHARGES

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

5. LATE CHARGES

LATE CHARGES; INTEREST; SUSPENSION OF SERVICE. Customer agrees to pay all invoices tendered for services performed and/or parts installed on Equipment when services are performed in advance of payment by Customer. If any part of any payment due to Muller Communications, Inc. hereunder is more than five days past due, Customer agrees to pay a late charge equal to ten percent (10%), to cover Muller Communications, Inc.'s administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Muller Communications, Inc. shall have the right to discontinue service in the event Customer becomes delinquent in payments.

6. SERVICES NOT INCLUDED

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

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