

# ***Dale County Commission***

## **Commission Meeting Minutes - June 26, 2018**

The Dale County Commission convened in a regular session Tuesday, June 26, 2018. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 11:00 am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

### **APPROVED – MEMORANDUM OF WARRANTS**

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

- Payroll check numbers 154473-154476.
- Payroll direct deposit numbers 27683-27814.
- Accounts Payable check numbers 80278-80480.

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

### **APPROVED – MINUTES**

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on June 12, 2018.

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

### **APPROVED – ADVERTISEMENT**

Commissioner Carroll made a motion to approve Dale County Commission purchasing an ad for Alabama Pro-Rodeo Classic - \$400.00.

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

**APPROVED - JAIL AD VALOREM – Painting Jail Showers**

Commissioner McKinnon made a motion to approve the cleaning and painting of the Jail showers by Commercial Coatings. Ten showers, \$600 each, for a total of \$6,000.00 to be expended from the Jail Ad Valorem funds.

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

**APPROVED – CO. RD. 25 AND 112 - MAINTENANCE**

Commissioner Gary made a motion to approve Phillips Striping Co. LLC to do striping work on County Road 25. See Exhibit #1.

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

**APPROVED – CO. RD. 350 - MAINTENANCE**

Commissioner Gary made a motion to approve accepting County Road 350 for maintenance by the Dale County Commission.

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

**APPROVED – PERSONNEL**

Commissioner McKinnon made a motion to approve the following:

1. Alan K. Chambers – New Hire – Correctional Officer
2. Brandon Sanders – New Hire – Deputy Sheriff
3. Bryce Woodham – Graduated Certified Deputy

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

**APPROVED – JAIL MANAGEMENT SOFTWARE**

Commissioner McKinnon made a motion to approve a three (3) year contract with Southern Software for Jail management/report software with \$50,302.00 of the funding by the Sheriff's discretionary funds. See Exhibit #2.

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

**APPROVED – PISTOL PERMIT PAYMENT SYSTEM**

Commissioner Carroll made a motion to approve a three (3) year contract with Permittum Sales Agreement automating the Alabama Pistol Permit application and payment process at no cost to the County. See Exhibit #3.

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

**TABLED – Act #2018-563 - BONUS FOR RETIREES**

Commissioner McKinnon made a motion to table the one-time bonus for County retirees authorized by Act #2018-563.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday July 10, 2018 at 10:00 a.m.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commission Chairman Blankenship made a motion to adjourn the meeting. Commissioner McKinnon seconded the motion. All voted aye. Motion carried.

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



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Mark Blankenship, Commission Chairman

Phillips Striping Co, LLC  
1102 Hinton Waters Ave  
Midland City, AL 36350  
334-796-7243

Re: County Rd 25 & 112 Thermo

2042 square feet of lines, this includes the double yellows, dotted whites, solid white edge lines, center hash lines \$9189.00

5 arrows \$ 625.00

5 shark teeth \$ 150.00

3 ONLY \$ 375.00

Total \$10339.00

Any questions please feel free to call Brent 334-791-4775

Thanks

Kim

Kim Spear

Phillips Striping Co

334-796-7243



Commission Chairman  
Mark Blankenship

Commissioners  
Chis Carroll District 1  
Steve McKinnon District 2  
Charles W. Gary District 3  
Frankie Wilson District 4

County Administrator  
Cheryl Ganey

**EXHIBIT #2**

June 21, 2018

Re: Southern Software Contract

June 26, 2018 to June 26, 2021

The total cost of the above referenced contract is \$71,152.00 and the breakdown of what fund will pay and when is as follows:

**Fiscal Year 2017/2018**

**Due upon signing of the contract- \$31,751.00.**

\$31,751.00 paid by Sheriff's discretionary funds.

**Fiscal Year 2018/2019**

**Due one year after signing of the contract- \$31,751.00.**

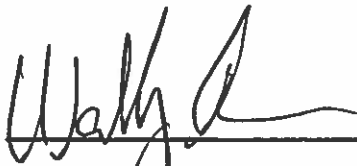
\$13,200.00 paid by the Commission under Sheriff's department.

\$18,551.00 paid by the Sheriff's discretionary funds.

**Fiscal Year 2019/2020**

**Due for support in 3<sup>rd</sup> year- \$7,650.00.**

\$7,650.00 paid by the Commission under Sheriff's department.

  
\_\_\_\_\_

Sheriff Wally Olson

7/9/18  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Chairman, Mark Blankenship

7/9/18  
\_\_\_\_\_

Date

Term of Contract: June 26, 2018 to June 26, 2021

## CONTRACT

This contract (the "Contract") made and entered into this 26 day of June, 2018 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **Dale County Commission (Dale County Sheriff's Office)**, 113 W. Reynolds Street, Ozark, AL 36360 (the "Buyer").

### WITNESSETH

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software licenses together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

- 1. DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell, and does hereby sell to the Buyer a non-exclusive, perpetual license, with installation, for the computer software more particularly described in Schedule 1 attached hereto and herein incorporated by reference
- 2. PURCHASE PRICE.** The purchase price of the computer software licenses, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.
- 3. INSTALLATION.** The commencement and completion date for the installation of the software licenses, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.
- 4. WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software licenses, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software licenses described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be the aggregate amount of

fees and charges actually collected and received by Southern Software for services provided in the twelve-(12)-month period immediately preceding the date on which Southern Software is notified of any claim of liability. Seller, however, agrees to maintain general liability insurance with limits of not less than \$1,000,000.00 and to take action to notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

- 5. TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.
- 6. SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support (please review support agreements for information regarding support coverage)
- 7. FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot or floods.
- 8. CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.
- 9. NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller:                      Southern Software, Inc  
   150 Perry Drive  
   Southern Pines, NC 28387

If to Buyer:                        Dale County Commission  
   (Dale County Sheriff's Office)  
   Attn: Chief Deputy Mason Bynum  
   113 W. Reynolds Street (36360)  
   PO Box 279 (36361)

Ozark, AL

Phone: (334) 744-2335  
E-mail: [mbynum@daleso.com](mailto:mbynum@daleso.com)

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

- 10. MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of Alabama. In case any one or more of the provisions contained in this Contract shall be held to be illegal, such illegality shall not affect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.
- 11. THIRD PARTY ACQUISITION OF SOFTWARE.** The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.
- 12. LIMITATION OF LIABILITY.** Buyer agrees and acknowledges that, under no circumstances, shall Seller or its subcontractors be liable for (a) third party claims against Buyer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Seller or its subcontractors have been advised of the possibility of the damage and even if Buyer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Seller be liable to Buyer for any amount in excess of the fees and charges actually collected and received by Seller for services provided in the twelve-(12)-month period immediately preceding the date on which Seller is notified of any claim of liability. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.



**13. INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid United States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing alternatives is commercially practicable, Seller shall have the right to require the Buyer to return the System and any portions thereof that are the subject of the alleged infringement and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software licenses.

*Term of contract: June 26, 2018 to June 26, 2021*

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: \_\_\_\_\_  
CEO

ATTEST:

\_\_\_\_\_  
President

NORTH CAROLINA  
MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of **SOUTHERN SOFTWARE**, a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and sealed with its company seal by its CEO and attested by John Roscoe as its President.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

Term of contract: June 26, 2018 to June 21, 2021

**DALE COUNTY COMMISSION**

By: [Signature]

Title: Chairman

ALABAMA

Dale COUNTY

The foregoing instrument was acknowledged before me this 26 day of June, 2018, by Mark Blakeship, as Chairman, on behalf of the Dale County Commission

[Signature]  
Notary Public

My Commission Expires: 06-01-22

**SCHEDULE 1  
DESCRIPTION OF GOODS AND SERVICES**

- **Records Management System (RMS)** 1 (1 license)  
 Incident/Investigation  
 Arrest  
 Citation  
 Case Management  
 Accident  
 Evidence/Stored Property  
 Ordinance  
 Criminal Papers (Warrants)  
 Officer Activity Log  
 Victim Assistance
- **RMS additional Licenses (Concurrent)** 9  
 RMS client application
- **Ops View** 1
- **Data Sharing Network** 1
- **Bar Coding Equipment** 1
- **HandHeld for Inventory of Evidence** 1
- **Signature Pad for RMS Evidence** 1
- **Jail Management System (JMS)** 1  
 Inmate Booking  
 Inmate Management  
 Commissary Management  
 Reports
- **JMS additional Licenses (Concurrent)** 2  
 JMS client application
- **Detention Center Network (DCN)** 1  
 Web Based Jail Visitation (A dedicated Windows Server 2012 or higher web server that is separate from your database server must be installed and maintained by IT staff at the customer site to support this app. A physical server is not required; a dedicated virtual server is adequate. In addition, a HTTPS certificate must be purchased and maintained for the domain on which DCN will run. We provide the web application but the infrastructure must be supplied and supported by the customer. Further requirements and clarifications can be found at: <https://tinyurl.com/y97uufdr>.)
- **Signature Pads** 2
- **Biometric Scanning Software** 1
- **Biometric Scanners** 1

- **Project management and Training** 1  
Installation of Software and listed Hardware  
Manage all aspects of project  
Administrative training session  
User training
- **Support & Maintenance** 2 Years  
RMS Support 8:30-5: M-F  
Ops View Support 8:30-5: M-F JMS Support 8:30-5. M-F  
Biometric Scanning Software Support 8:30-5. M-F  
Detention Center Network 8:30-5, M-F

## SCHEDULE 2 PURCHASE PRICE

RECORDS MANAGEMENT SYSTEM (RMS) FOR SHERIFF'S OFFICES		Qty	
<b>RMS Base with 1 License</b>	SHERIFF RECORDS MANAGEMENT SOFTWARE INCLUDES: INCIDENT, ARREST AND CITATION REPORTING IN ACCORDANCE WITH STATE SPECIFICATIONS.	1	
<b>RMS Additional Licenses</b>	ADDITIONAL RMS LICENSE(S) (CONCURRENT LICENSING - FOR WORKSTATIONS OR LAPTOPS ON NETWORK EITHER HARDWIRED OR THROUGH VPN CONNECTION)	9	
<b>Data Sharing Network</b>	DATA SHARING NETWORK (WEB BASED)	1	FREE
<b>Bar Coding Equipment</b>	BARCODE PRINTER, LASER SCANNER, CASE OF BAR CODE LABELS, CASE OF BARCODE THERMAL TRANSFER RIBBON, PRINTER CABLE.	1	
<b>HandHeld Unit for Evidence</b>	DOLPHIN 6110 HANDHELD UNIT FOR INVENTORY/EVIDENCE WITH CONNECTION CABLE	1	
<b>Signature Pad for RMS Evidence</b>	TOPAZ SIGNATURE GEM 1X5	1	

CAD		Qty	
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<b>Ops View</b>	Stand-alone map viewer application for displaying near-realtime AVL units and CAD calls for service. The interface is designed for large monitor display with limited interactivity, such as a situational monitoring display.	1	
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NOTE: ASSUMES USE OF OZARK-DALE COUNTY 911 DATABASE. PERMISSION FROM AND CONNECTIVITY TO 911 IS THE RESPONSIBILITY OF DALE COUNTY.

JAIL MANAGEMENT SYSTEM (JMS)		Qty	
<b>JMS Base - Includes one License</b>	JAIL MANAGEMENT SOFTWARE - INCLUDES INMATE BOOKING, INMATE MANAGEMENT, COMMISSARY MANAGEMENT, INMATE REPORTS, AND JAIL REPORTS	1	
<b>JMS Additional Licenses</b>	ADDITIONAL JMS LICENSE(S) (CONCURRENT LICENSING)	2	FREE
<b>* Detention Center Network (DCN)</b>	WEB BASED JAIL VISITATION	1	
<b>Signature Pad</b>	TOPAZ SIGNATURE GEM 1X5	2	
<b>Biometric Scanning Software</b>	BIOMETRIC SCANNING SOFTWARE	1	
<b>Biometric Scanners</b>	BIOMETRIC FINGERPRINT SCANNERS (TWO PRINT)	1	
		<b>Total Software:</b>	<b>\$56,125.00</b>
		<b>Discount:</b>	<b>\$14,393.00</b>
		<b>Total Software After Discount:</b>	<b>\$41,732.00</b>

## PROJECT MANAGEMENT

<b>Project Management Fee</b>	INSTALLATION, TRAINING AND A PROJECT MANAGER.		
TRAINING INCLUDES 1 SESSION OF SETUP & MAINTENANCE TRAINING EACH FOR RMS AND JMS (UP TO 5 PEOPLE), 1 SESSION OF USER TRAINING FOR RMS (UP TO 10 PEOPLE PER SESSION) AND 1 SESSION OF USER TRAINING FOR JMS (UP TO 10 PEOPLE PER SESSION). IF ADDITIONAL SESSIONS OF TRAINING ARE REQUIRED PLEASE REQUEST AN UPDATED PROPOSAL			
<b>Total Project Management:</b>			<b>\$6,470.00</b>

## YEARLY SUPPORT

<b>RMS Support</b>	8:30-5, M-F RMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND REMOTE SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	<b>2 YEARS</b>	
<b>Additional Licenses</b>	SUPPORT FOR ADDITIONAL RMS LICENSE(S)	<b>2 YEARS</b>	
<b>Ops View Support</b>	SUPPORT FOR OPS VIEW (8:30-5; M-F)	<b>2 YEARS</b>	
<b>JMS Support</b>	8:30-5, M-F JMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND REMOTE SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	<b>2 YEARS</b>	
<b>Additional Licenses</b>	SUPPORT FOR ADDITIONAL JMS LICENSE(S)	<b>2 YEARS</b>	
<b>Biometric Scanning Software Support</b>	8:30-5, M-F SUPPORT FOR BIOMETRIC SCANNING SOFTWARE	<b>2 YEARS</b>	
<b>DCN</b>	SUPPORT FOR DCN (8:30-5; M-F)	<b>2 YEARS</b>	
<b>Total Support:</b>			<b>\$15,300.00</b>

**TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) \$63,502.00**

**NOTE: MICROSOFT® SQL SERVER 2008™ R2 OR HIGHER IS REQUIRED (2012 OR HIGHER IS PREFERRED).**

**NOTE: PROPOSAL DOES NOT INCLUDE PROVISIONS FOR DATA CONVERSION, DATA IMPORT, OR FIELD MAPPING**

\* A dedicated Windows Server 2012 or higher web server that is separate from your database server must be installed and maintained by IT staff at the customer site to support this app. A physical server is not required; a dedicated virtual server is adequate. In addition, a HTTPS certificate must be purchased and maintained for the domain on which DCN will run. We provide the web application but the infrastructure must be supplied and supported by the customer. Further requirements and clarifications can be found at: <https://tinyurl.com/y97uufdr>.

Southern Software's RMS & JMS includes (30) days of free support, including all updates.

Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

**SCHEDULE 3**  
**SCHEDULE OF INSTALLATION/TERMS AND CONDITIONS**

- Installation to commence on or about when both parties mutually agree on a date.
- Pre-Installation responsibilities are as follows:

**Southern Software Responsibilities:**

1. Load, configure and test all products on the appropriate machines
2. Train appropriate administrative staff in the entry of agency specific information and codes necessary to begin implementation of all software products
3. Provide qualified training personnel for applicable software



## **SCHEDULE 4 WARRANTIES**

Southern Software warrants all software products delivered and installed to function as demonstrated and publicized in Schedule 1, Description of Goods and Services, attached hereto. Southern Software warrants the system free of defects in materials and workmanship for a period of 1-year commencing on the date of acceptance. Southern Software only warrants the product written by Southern Software, Inc.

Platforms on which RMS, JMS and associated programs are written and warranted by their respective manufacturers and thereby any manufacturer's "Standard Commercial Warranty" shall apply. Southern Software does not warranty that the operation of a product will be uninterrupted or error free or that each defect in a product program be corrected, unless it affects the operation or proper functioning of the system.

This warranty is voided if customer alters or misuses product in any way or in any way modifies the original software provided. Customer understands and acknowledges that the RMS and JMS associated products are mission critical, networked systems and are to be operated on exclusive network without any other customer installed applications. Any malfunction caused by customer-loaded applications within this network shall be the responsibility of the customer.

Operation and functionality, delivery and installation on all described software products in Schedule 1, Description of Goods and Services, attached hereto is dependent solely upon information and specifications furnished to Southern Software by customer. Any exceptions or modifications to this information may affect the terms and conditions of this Contract.

## **SCHEDULE 5 TRAINING SESSIONS**

### Dates for training to be determined.

- For a more effective training session, we recommend that the training site have a classroom with computers available. For example, a community college computer lab or university. The site is to be agreed upon before training begins. The success of this project depends on how well this phase of the contract is implemented. Every effort should be made to locate an adequate training site.

\* Southern Software may supply training computers if necessary. Please inquire with Project Manager.

**SCHEDULE 6  
PAYMENT SCHEDULE**

50% DUE UPON SIGNING OF CONTRACT (*NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED*) =  
\$ 31,751.00

50% DUE ONE YEAR AFTER SIGNING OF CONTRACT = \$ 31,751.00

**SCHEDULE 7  
COMMENCEMENT OF SUPPORT**

- Support period will begin after Go Live.
- The anniversary date for payment of the support fees will coincide with the date of Go Live. Support fees are billed and due at the beginning of the support period.
- Copies of Support Agreements are attached.
- **Third Year Support will be \$7,650.00.** Support thereafter not to exceed average increase of 2%. Please note, if additional software is purchased there will be additional support cost. This will be apparent on the proposal for additional software.

**SUPPORT FEES  
DESCRIPTION**

		Each	Total
2 Years	RMS ANNUAL SUPPORT – 8:30-5; M-F	\$3,700.00	\$ 7,400.00
2 Years	OPS VIEW ANNUAL SUPPORT – 8:30-5; M-F	\$250.00	\$ 500.00
2 Years	JMS ANNUAL SUPPORT – 8:30-5; M-F	\$2,250.00	\$ 4,500.00
2 Years	BIOMETRIC SCANNING SOFTWARE ANNUAL SUPPORT – 8:30-5; M-F	\$600.00	\$ 1,200.00
2 Years	DCN ANNUAL SUPPORT – 8:30-5; M-F	\$850.00	\$ 1,700.00
	<b>TOTAL PRICE</b>		<b>\$ 15,300.00</b>

**SOUTHERN SOFTWARE'S  
ANNUAL SOFTWARE SUPPORT AGREEMENT  
Records Management System (RMS), Ops View, Jail Management  
System (JMS), Biometric Scanning Software, Detention Center Network  
(DCN)  
8:30 a.m., EST to 5:00 p.m., EST**

**RMS, Ops View, JMS, Biometric Scanning Software, and DCN.** This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

### **Problem Resolution**

Southern Software will provide customer software support for the operation of **RMS, Ops View, JMS, Biometric Scanning Software, and DCN**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

### **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

### **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions for Software Re-architecture.**

## **Benefits**

- **The Software Support Agreement only covers software developed by Southern Software.**

**(Benefits continued)**

- Toll-free telephone support, Monday through Friday, 8:30 a.m. to 5:00 p.m., EST
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

**System Access/Customer Responsibility**

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

**This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.**

**2 Years RMS Annual Support        \$ 7,400.00     (one year = \$3,700.00) (INCLUDED IN THIS CONTRACT)**

**2 Years Ops View Annual Support        \$ 500.00     (one year = \$250.00) (INCLUDED IN THIS CONTRACT)**

**2 Years JMS Annual Support        \$ 4,500.00     (one year = \$2,250.00) (INCLUDED IN THIS CONTRACT)**

**2 Years Biometric Scanning Software Annual Support        \$ 1,200.00     (one year = \$600.00) (INCLUDED IN THIS CONTRACT)**

**2 Years JMS Annual Support        \$ 1,700.00     (one year = \$850.00) (INCLUDED IN THIS CONTRACT)**

**Important- Support Renewal Clause**

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*

**DALE COUNTY COMMISSION, AL**  
Name of Department

## Southern Software's Data Sharing System Security Addendum

I hereby agree and acknowledge that:

Any information transmitted or received ("Criminal History") via Southern Software's Data Sharing System (a) is confidential and for official use only by authorized personnel and (b) shall be used solely for the purpose(s) for which it was requested and shall not be reproduced for secondary dissemination to any other entity or agency;

Data Sharing System is to be used for authorized law enforcement and criminal justice purposes only;

All Data Sharing System users are, as agency head, under my direct management control and are subject to all applicable laws and regulations regarding dissemination of Criminal History;

Criminal History, by its very nature, is sensitive and has potential for great harm if misused;

Access to Criminal History via Data Sharing System is therefore limited to the stated purpose(s) for which the government agency in which I serve entered into the contract incorporating this Security Addendum;

Misuse of Data Sharing System—by, among other things, accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received therefrom for a purpose other than that anticipated by the contract incorporating this Security Addendum—may subject me to administrative, employment, civil, and criminal penalties;

Accessing Data Sharing System for an appropriate purpose and then using, disseminating or re-disseminating Criminal History for unauthorized purpose(s) also constitutes misuse that may subject me to administrative, employment, civil, and criminal penalties; and

**Dale County Sheriff's Office, AL** ("Agency") shall indemnify, defend, and hold Southern Software, Inc.—and its officers, directors, stockholders, employees, and contractors—harmless from and against all claims, demands, lawsuits, causes of action, penalties, fines, administrative law actions and orders, and expenses thereof—including, but not limited to, a reasonable fee for the service of attorneys employed for any purpose related hereto—resultant from or related to all acts, matters, and transactions undertaken by Agency in violation of the contract incorporating this Security Addendum.

*Term of contract: June 21, 2018 to June 21, 2021.*

\_\_\_\_\_  
Signature of Law Enforcement Agency Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title



### Data Sharing System Field Exclusions

The following fields are listed for your **exclusion** from the Data Sharing System. Please be aware that this is not a complete list of all fields that are shared but rather a list of fields that are questionable. The vast majority of participants chose to exclude nothing. Any field that you circle below will **NOT** be visible to any users on the system searching your data. Please circle any field you do **NOT** want to display to other agencies.

#### **Incident Details**

<u>Offender</u>	<u>Victim</u>	<u>Others Involved</u>	<u>Officer</u>	<u>Misc.</u>
Home Address	Home Address	Home Address	Rank	Narrative (Notes)
Home Phone #	Home Phone #	Home Phone #	Division	
Date of Birth	Date of Birth	Date of Birth	Email	
Drivers License #			Cell	
			Pager	

#### **Name Details**

<u>Employment</u>	<u>Residence</u>	<u>Person</u>
Employer Address	Home Address	Drivers License #
Employer Phone #	Home Phone #	

#### **Citation Details**

<u>Person</u>	<u>Vehicle</u>	<u>Misc.</u>
Home Address	VIN	Narrative (Notes)
Date of Birth	License Plate #	
Drivers License #		

#### **Arrest Details**

<u>Arrestee</u>	<u>Offense</u>	<u>Misc.</u>
Home Address	Trial Date	Narrative (Notes)
Home Phone #		
Date of Birth		
Drivers License #		

#### **Vehicle Details**

<u>Vehicle</u>	<u>Owner</u>
VIN	Home Address
License Plate #	Date of Birth

#### **Criminal Paper Details**

<u>Offender</u>	<u>Misc.</u>
Home Address	Notes
Home Phone	
Date of Birth	

#### **Pawn Details**

<u>Person</u>	<u>Misc.</u>
Home Address	Notes
Date of Birth	
Drivers License #	



**SOUTHERN SOFTWARE, INC.**  
an employee-owned company

Agency: \_\_\_\_\_

# Full-time sworn officers: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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## Permitium Sales Agreement

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Automating the Alabama Pistol Permit Application and Payment Process

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### Account

Dale County Commission (Dale County Sheriff's office)

13 West Reynolds Street

Ozark, AL 36360

(334) 774-2335

Term of Contract: June 26, 2018 to June 26, 2021

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### Overview

Permitium develops, maintains and hosts PermitDirector, an online pistol permit application, payment and processing system. At zero cost to the Sheriff, Permitium configures PermitDirector to meet the Sheriff's unique requirements and provides training and ongoing support. The Sheriff continues to collect the entire permit fee. Permitium collects a convenience fee for each credit and debit card transaction. This fee is in addition to the credit card servicer's fee which is passed on to the applicant at the negotiated rate in affect at the time the transaction takes place.

### Benefits

- Zero costs associated with software implementation, support and training
- Offers convenient web-based self-service process to the public
- Minimizes inbound status update calls via communications platform
- Simplifies revenue balancing via online real-time reports
- Reduces cash handling through the use of credit and debit cards
- Supports process compliance through an automated audit trail

### Solution Components

- 100% hosted (SaaS) solution; requires virtually no IT support
- Web pages customized as determined by the Sheriff
- Configurable workflow to automate the fulfillment process
- Automated proactive email, voice and text notifications
- Automated archiving of decisions and communications for audit purposes
- Secure Online Payment; supporting Credit, Debit transactions

## Implementation Plan

- Configure the initial instance of **Permitium** solution (i.e., the standard web pages), based on the Sheriff's current pistol permit process.
- Refine the new **Permitium** solution through an iterative process based on input received from the Sheriff's staff during the testing phase.
- Test the **Permitium** solution, revise as needed and prepare it for production.
- Provide training for the Sheriff's staff as needed.
- Provide ongoing support, hosting and management of the **Permitium** Solution.

## Contacts

Permitium	Account Manager	Rich Buchanan	704-236-6657	<a href="mailto:rich.buchanan@permitium.com">rich.buchanan@permitium.com</a>
	Support Team		855-712-PERM	<a href="mailto:support@permitium.com">support@permitium.com</a>
Sheriff	Executive Sponsor	Sheriff		
	Project Manager			
	IT			

## Data and Security

Data collected in the Sheriff's instance of **PermitDirector** is the property of the Sheriff. **Permitium** does not own and will not distribute data without the written consent of the Sheriff. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff. Upon written request from the Sheriff, **Permitium** will export the Sheriff's data to the Sheriff at zero cost.

## Cost of Service

There is no cost to the Sheriff for **PermitDirector** software, implementation services or support.

**Permitium** charges a \$3.00 convenience fee for each transaction paid with a credit or debit card. There is no charge for credit card refunds or cash transactions processed through **PermitDirector**.

Credit card company's fees are passed through to the applicant by **Permitium** based on our contract rate. The current rate is \$.30 per transaction plus approximately 3% of the transaction.

## Account Payment

**Permitium** collects all fees, including the Sheriff's fees for each credit/debit card transaction. A statement detailing all credit/debit card transactions along with a check will be remitted to the Sheriff by the 15<sup>th</sup> of the month for the preceding month.

## Agreement Termination

Either party can terminate this agreement with a 30-day written cancellation notice.

## Project Authorization

Authorization to proceed:

 Date 06-26-2018  
Commission Chairman, Mark Blankenship

**Term of Contract:** June 26, 2018 to June 26, 2021