



Dale County Commission

Commission Meeting Minutes - October 22, 2019

The Dale County Commission convened in a regular session Tuesday, October 22, 2019. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Absent: District Two Commissioner Steve McKinnon.

Chairman Blankenship called the meeting to order at 10:15am. Commissioner Carroll opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

APPROVED – AGENDA

Commissioner Gary made a motion to approve the agenda adding the following:

- Personnel.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 84876-84997.
- Payroll Check Numbers: 154620-154625.
- Direct Deposit Check Numbers: 32440-32582.

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

APPROVED - OCTOBER 8, 2019 MINUTES

Commissioner Wilson made a motion to approve the Minutes of the Commission Meeting on October 8, 2019.

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

APPROVED - PERSONNEL

Commissioner Gary made a motion to approve the following:

- Keri Ridsen -Jail-Jailer- Temporary Hire
- Donnell Russaw - Jail - Jailer - Temporary Hire
-

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

APPROVED - VEHICLE DONATION - SHERIFF OFFICE

Commissioner Gary made a motion to approve the donation of the following to the Newton police department:

- 2005 Dodge Durango VJN#1D4HB38N5F593919.

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

APPROVED - EQUIPMENT DONATION - ROAD & BRIDGE

Commissioner Wilson made a motion to approve the donation of the following to the City of Level Plains:

- Asset #2285; 2005 Cutler Hammer Generator, Model #CHGEN12000.

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

APPROVED - PERSONNEL POLICIES RETIREE HEALTH INSURANCE

Commissioner Gary made a motion to approve the change to the Personnel Policies and Procedures Handbook regarding Retiree Health Insurance. See Exhibit 1.

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

APPROVED - XEROX COPIER AGREEMENTS

Commissioner Carroll made a motion to approve two Xerox copier agreements for the Commission office and the Jail. See Exhibit 2.

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

APPROVED - SPONSOR - FARM-CITY PROGRAM

Commissioner Wilson made a motion to sponsor Farm-City Week, November 22nd_29th, 2019, in the amount of \$500.00.

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

APPROVED - CANCEL COMMISSION MEETING - 12/24/19

Commissioner Gary made a motion to cancel the regular scheduled Commission meeting of December 24, 2019 due to it being a holiday.

Commissioner Wilson 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, November 12, 2019 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson 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.



Mark Blankenship, Commission Chairman

PROPOSED ADDENDUM

Dale County Commission

Personnel Policies and Procedures Handbook

October 08, 2019

Changes are in Bold

Purpose of Addendum: Clarifications and changes to Retiree Health coverage.

SECTION XI COMPENSATION AND BENEFITS

PART B BENEFITS

No. 3 EMPLOYEE INSURANCE PROGRAM

h.

Section. 1, 2, 3, 4

Changes:

Clarification of h. Section 1, 2, 3, and 4: Remove wording "Dental". County does not participate in the expense of Southland Dental.

Change of Section 1, 2: Remove wording "future retirees"

Section 1: Clarification by adding "individual" to medical coverage.

Section1: Change by removal of County Contribution for only 5 years after becoming Medicare eligible.

Change of Section 4: Remove wording "family".

- h. The Dale County Commission shall pay medical insurance coverage for retired employees as follows:**

Section 1. All presently retired employees, having worked for the Dale County Commission for a minimum of twenty-five (25) years and also having a combination of age at time of retirement plus years of service which equals seventy five (75) or more, shall have a percentage, which will

be equal to the percentage of current full time employees, of their individual medical insurance coverage benefits paid on them to the age sixty five by the Dale County Commission; if available through the regular approved insurance plan of the County. The Dale County Commission will pay 90% of the medical insurance premium for any eligible retired employee who reaches the age of 65 and changes over to the status of Retiree on Medicare.

Section 2. All presently retired employees not meeting the requirements of Section 1 above, shall have the option to purchase, if available through the regular approved insurance plan of the County, single medical insurance coverage, the cost of which shall be paid by the retired employee.

Section 3. All retired employees meeting the requirements of Section 1 or Section 2 shall have the option to purchase full family medical coverage, the cost of which shall be at the expense of the retired employee; if available through the regular approved insurance plan of the County.

Section 4. All retired employees opting for medical insurance coverage shall deposit the necessary funds with the Dale County Commission treasury not later than the tenth (10th) of the month previous to the month for which medical insurance coverage is provided.

Section 5. By participating in any form of medical insurance coverage the retired employee and respective family members agree to abide by the rules and regulations of the insurance carrier chosen by the Dale County Commission and any and all governmental regulations.

POSTED 10/08/2019

Dale County Commission Approved _____



Lease Agreement

Customer: DALE, COUNTY OF

BillTo: COUNTY OF DALE
 STE C
 202 S HIGHWAY 123
 OZARK, AL 36360-8819

Install: DALE COUNTY
 COMMISSION
 SUITE C
 202 HIGHWAY 123 S
 OZARK, AL 36360-8819

State or Local Government Negotiated Contract : 072784400

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8055H (XEROX C8055H)	- 1 Line Fax - Office Finisher Lx	Lease Term: 36 months Purchase Option: FMV	- Xerox 7845 CONTRACT/EXCEPTION S/N MX4484717 Trade-In as of Payment 36	10/23/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8055H	\$265.47	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0050 \$0.0500	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$265.47	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <u>Mark Blankenship</u> Phone: (334)774-6025</p> <p>Signature: <u>[Signature]</u> Date: <u>10-22-19</u></p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Robbie Yeats (888)334-5806</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this

termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Lease Agreement



Customer: DALE, COUNTY OF

BillTo: COUNTY OF DALE
 STE C
 202 S HIGHWAY 123
 OZARK, AL 36360-8819

Install: DALE COUNTY JAIL
 124 ADAMS ST
 OZARK, AL 36360-0314

State or Local Government Negotiated Contract : 072784400

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. B7035H	(XEROX B7035 TND TRAY) - No Post Script - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC 5325 S/N AE7177724 Trade-In as of Payment 36	10/25/2019

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B7035H	\$152.98	1: Black and White Impressions	1 - 3,890 3,891+	Included \$0.0081	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$152.98	Minimum Payments (Excluding Applicable Taxes)			

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Robbie Yeats (888)334-5806 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: <i>Mark Blankenship</i> Signature: <i>[Signature]</i>	Phone: (334)774-5402	Date: <i>10-22-19</i>	

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this

termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.