



# ***Dale County Commission***

## **Commission Meeting Minutes – May 14, 2024**

The Dale County Commission convened in a regular session Tuesday, May 14, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; 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 memorandum of warrants and minutes. Also, the agenda with the following addition 1) Jail Ad Valorem Expenditure 2) ARPA Expenditure Ozark-Dale County E-911.

#### **Memorandum of Warrants:**

- Accounts Payable Check Numbers: 99135 – 99305.
- Payroll Check Numbers: 154966 – 154966.
- Direct Deposit Check Numbers: 428581 - 428725.

Minutes: Commission Meeting of April 23, 2024.

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

### **APPROVED – PERSONNEL**

Commissioner Enfinger made a motion to approve the following:

- Kaylee Carter – Sheriff – Increase in payrate due to increase in education (Master's)

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

**APPROVED – PERSONNEL TRAVEL**

Commissioner Carroll made a motion to approve the following:

- Eleanor Outlaw – Revenue – Tax Admin Conference – 06/ 09-13 /24.
- Steve Brown – Sheriff – Undercover Investigation – 06/ 13-14 /24.

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

**APPROVED – IAC REVIEW – ROAD WORK**

Commissioner Enfinger made a motion to approve an IAC review of ARPA funds expenditure for approximately \$850,000 for road work.

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

**APPROVED – BUDGET AMENDMENT - FUND 512**

Commissioner Grantham made a motion to approve the budget amendment for Fund 512 to the following: 1) beginning fund balance \$130,000 2) expenditures \$130,000.

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

**APPROVED – HARRIS AGREEMENT – SOLID WASTE**

Commissioner Enfinger made a motion to approve an agreement with Harris for a remote user for Solid Waste department. See Exhibit 1.

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

**APPROVED – OPIOID LITIGATION SETTLEMENT**

Commissioner Wilson made a motion to approve a final allocation agreement for AmerisourceBergen/Cardinal. See Exhibit 2.

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

**APPROVED – JAIL AD VALOREM – FUND 151**

Commissioner Grantham made a motion to approve the Jail Ad Valorem expenditure for work done at the Jail. See Exhibit 3.

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

**APPROVED – ARPA EXPENDITURE – OZARK-DALE COUNTY E-911**

Commissioner Enfinger made a motion to approve a Resolution for ARPA funds expenditures for Ozark-Dale County E-911 for server upgrades and vehicle. See Exhibit 4.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, May 28, 2024, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Enfinger 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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Steve McKinnon, Chairman

**PRICING PROPOSAL**



Date: April 25, 2024  
 Contract #: JMB-DALECOGOVAL-042524  
 Effective To: May 24, 2024  
 Prepared By: Jessica Blackwell

This understanding between **DALE COUNTY GOVERNMENT** at 202 South Highway 123, Ozark, AL 36360 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
<b>ANNUAL HOSTING SERVICES (RECURRING ANNUAL FEES):</b>			
1	<b>Annual Cloud Hosting (Additional Full-Time User) - SmartFusion</b> <ul style="list-style-type: none"> <li>• Annual Cloud Hosting Includes:                             <ul style="list-style-type: none"> <li>○ Server Costs</li> <li>○ All Server Maintenance</li> <li>○ All Windows Updates</li> <li>○ All SmartFusion &amp; Microsoft Backups</li> <li>○ Troubleshooting for any SmartFusion/Printer Issues</li> </ul> </li> <li>• Annual hosting access for one (1) <i>additional</i> user</li> <li>• RECURRING ANNUAL HOSTING FEE</li> </ul>	\$840.00	\$840.00
<b>Total Annual Hosting Services:</b>			<b>\$840.00</b>
<b>PROFESSIONAL SERVICES (ONE-TIME FEES):</b>			
1	<b>Hosting Setup/Configuration - SmartFusion</b> <ul style="list-style-type: none"> <li>• Hosting Setup/Configuration Includes:                             <ul style="list-style-type: none"> <li>○ Remote User Creation in Hosted Environment</li> <li>○ Remote Configuration of Additional Users</li> <li>○ Client Verification</li> </ul> </li> <li>• ONE-TIME CHARGE ONLY</li> </ul>	\$150.00	\$150.00
<b>Total Professional Services:</b>			<b>\$150.00</b>
<b>TOTAL:</b>			<b>\$990.00</b>
<b>TOTAL RECURRING ANNUAL HOSTING SERVICES:</b>			<b>\$840.00</b>

Thank you so much for your continued support and business!

**PRICING NOTES:**

- All "ANNUAL HOSTING SERVICES" line-item amounts are recurring annual fees and will be billed to coincide with your current maintenance agreement.
- All "PROFESSIONAL SERVICES" line-item amounts are one-time charges only.
- Harris reserves the right to audit the count of the actual concurrent users during any month and adjust the hosting fee and invoice the Client accordingly.

To move forward with this project, please return a signed copy of this proposal to Jessica Blackwell via email to [jblackwell@harriscomputer.com](mailto:jblackwell@harriscomputer.com) on or before **May 24, 2024**.

# PRICING PROPOSAL

**Payment Terms:** Order will be processed with the return of signed quote. Licenses, hardware, and services, including travel and lodging expenses, will be billed as product is delivered and/or the work is performed.

**Travel and Lodging for Services:** All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

**Scheduling:** Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

**Applicable Tax:** Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

Purchaser: **DALE COUNTY GOVERNMENT (AL)**

By: Steve Mitchell

Date: 05-14-24

Title: Chairman

**CARDINAL AND CENCORA  
ALLOCATION AGREEMENT**

The State of Alabama, acting through its Attorney General, has reached an agreement with Cardinal Health and Cencora (formerly AmerisourceBergen) to resolve the State's claims against Cardinal Health, Cencora, and their related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State, Cardinal Health, and Cencora and the allocation and use of the proceeds to be paid pursuant to that settlement.

**A. Definitions**

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, which are identified in Exhibit C to the settlement agreement, as it may be from time-to-time amended.
3. "Special District(s)" shall mean the litigating public hospitals and litigating county health departments and/or boards of health that are identified in Exhibit C to the settlement agreement, as it may be from time-to-time amended, or that are otherwise included in the definition of "Special District" within the settlement agreement.
4. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Special Districts.
5. "Cardinal Health" shall mean Cardinal Health, Inc. and any other entity qualifying as a "released entity" under Section I, Paragraph Y of the settlement agreement, including those entities identified in Exhibit D to the agreement.
6. "Cencora" shall mean Cencora, Inc. and any other entity qualifying as a "released entity" under Section I, Paragraph Y of the settlement agreement, including those entities identified in Exhibit D to the agreement.
7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's February 2024 settlement agreement with Cardinal and Cencora.
8. The "Subdivision and Special District Share" shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

9. The "Receiver" shall mean the State of Alabama Qualified Settlement Fund administrator or other vendor as agreed upon by the Office of the Attorney General that shall take possession of the Subdivision Share and distribute it as set forth herein.

**B. Allocation of Settlement Proceeds**

1. Under the settlement agreement, Cardinal and Cencora will pay \$220,000,000 to be used for opioid remediation around the State. The State, Political Subdivisions, and Special Districts shall divide settlement funds recovered by the State with 40% (\$88,000,000) going to the Political Subdivisions, 10% (\$22,000,000) going to the Special Districts, and 50% (\$110,000,000) going to the State.

2. Cardinal and Cencora will make payment of the Subdivision and Special District Share directly to the Receiver appointed to distribute the Subdivision Share. The Receiver shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Special District eligible to receive a settlement payment.

3. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Special Districts as defined herein that are eligible to receive an award payment. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Special Districts will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

4. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

5. Counsel for each Political Subdivision and Special District will be responsible for providing to the Receiver all necessary instructions for effectuating payment, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

6. Irrespective of allocation, all Settlement Funds, other than those amounts apportioned to pay Subdivision Fees and Costs pursuant to Section VII.B of the Settlement Agreement, shall be used in a manner consistent with the Approved Abatement Strategies set out in Exhibit B to the settlement agreement. document, with the exception of those funds that may be paid to counsel under the terms of the settlement agreement.

**C. Payment of Counsel and Litigation Expenses**

1. The settlement agreement provides that up to \$25,000,000 of the Subdivision and Special District Share in Section B.1 of this Agreement may be apportioned by the Court-appointed Special Master towards attorneys' fees for counsel for litigating political subdivisions and litigating public health care authorities, as those terms are used in the Cardinal and Cencora Settlement Agreement. The attorneys' fees will be paid by the Receiver to counsel for the Political Subdivisions and Special Districts pro rata based upon the allocations determined by the Special Master in accordance with Section B.3. herein. The Special Master will calculate attorneys' fees owed to attorneys for each Political Subdivision and Special District and will provide those calculations to the Receiver.

2. The Special Master, any payment vendor contemplated by Section B.2. herein, and the State of Alabama bear no responsibility or liability for any Political Subdivision's counsel's fee arrangements with referral attorneys, affiliated counsel, and the like.

**D. Conflicts With Other Agreements**

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibits attached hereto, shall govern.

**E. Jurisdiction**

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.



**CARDINAL AND CENCORA  
ALLOCATION AGREEMENT SIGN-ON**

The undersigned, as a duly appointed representative of the County/City of Sale, has read the attached Cardinal and Cencora Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 14<sup>th</sup> day of MAY, 2024.

Steve McKinnon

Chairman

Title

City/County of Sale, AZ



INVOICE	#162508
DUE	Upon receipt
<b>AMOUNT DUE</b>	<b>\$7,088.68</b>

Dale County Jail  
725 S Union Ave  
Ozark , AL 36360

CONTACT US  
634 S Shady Ln  
Dothan, AL 36301

☎ (334) 733-5564  
✉ cajun.evans@dalecountyal.gov

☎ (334) 793-2090  
✉ dispatch@vinsondothan.com

**INVOICE**  
**Segment #1**  
**- Apr 30, 2024**

Service completed by: Robert Lawrence

Services	qty	unit price	amount
**AFTER HOURS** Problem: He stated the water meter has burst. The inmates have no water.	0.0	\$0.00	\$0.00
AFTER HOURS- Commercial- 1 Man Labor Was asked to be onsite with the other plumbing company. Drove back to Dothan. The person said he had correct parts. Drove back to Ozark and the parts were drain fittings instead of pressure (Sanders plumbing).	6.0	\$185.00	\$1,110.00

Services subtotal: \$1,110.00

**Segment #1 subtotal      \$1,110.00**

**Segment #2**  
**- May 1, 2024**

Service completed by: Scotty Anderson

Services	qty	unit price	amount
Work on toilets.	0.0	\$0.00	\$0.00
Commercial- 2 Man Labor Hourly Rate (helper James)	3.0	\$155.00	\$465.00

**Exhibit 3**

Work on toilets

Services subtotal: \$465.00

Materials	qty	unit price	amount
SLO A-41-A 1.6PF Closet Kit	8.0	\$36.33	\$290.64
SLO A-38-a 3.5 GPF Closet Kit	8.0	\$36.33	\$290.64
SLO V551A Vac Breaker Repair	12.0	\$5.35	\$64.20

Materials subtotal: \$645.48

**Segment #2 subtotal \$1,110.48**

**Segment #3  
- May 3, 2024**

Service completed by: Scotty Anderson

Services	qty	unit price	amount
Locate leak	0.0	\$0.00	\$0.00
Commercial- 2 Man Labor Hourly Rate (helper Christian)	9.0	\$155.00	\$1,395.00
Located leak in block wall. Started chipping wall out to get to the leaking pipe. Cut out and replaced the pipe.			

Services subtotal: \$1,395.00

Materials	qty	unit price	amount
Jackhammer Flat Rate Fee	1.0	\$200.00	\$200.00
1 reg long horn wax rg, 4-nibco press coupling, 4-nibco pres 90 ell, 10 ft hard copper tube, 4- nibco press 90 ell, 4- nibco press coup, 1-nibco press tee, 4- nibco press coup, 4- nibco press 90 ell	1.0	\$638.20	\$638.20

Materials subtotal: \$838.20

**Segment #3 subtotal \$2,233.20**

**Segment #4**

**- May 6, 2024**

Service completed by: Scotty Anderson

Services	qty	unit price	amount
Problem: finish job	0.0	\$0.00	\$0.00
Commercial- 2 Man Labor Hourly Rate (helper Christian) Bust wall to get to leak	8.0	\$155.00	\$1,240.00

Services subtotal: \$1,240.00

**Segment #4 subtotal \$1,240.00**

**Segment #5  
- May 6, 2024**

Service completed by: Scotty Anderson

Services	qty	unit price	amount
Problem: finish job	0.0	\$0.00	\$0.00
Commercial- 2 Man Labor Hourly Rate (helper Christian) Fixed leak in attic.	9.0	\$155.00	\$1,395.00

Services subtotal: \$1,395.00

**Segment #5 subtotal \$1,395.00**

Subtotal \$7,088.68

**Total \$7,088.68**

When paying with a credit card there will be a 3% service charge.  
Thank you for your business!

**RESOLUTION FOR CONDITIONAL ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES AND DELEGATION OF AUTHORITY TO EXECUTE FUNDING AGREEMENT FOR EXPENDITURE OF FUNDS**

**WHEREAS**, Dale County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has elected to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("Revenue Replacement funds"); and

**WHEREAS**, the County may expend designated Revenue Replacement funds for government services, like investments in infrastructure to support emergency communications efforts; and

**WHEREAS**, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out eligible ARPA funded projects; and

**WHEREAS**, consistent with Code of Alabama (1975) § 11-1-10, the County may contract with legal subdivisions of the state, including E911 Boards, to support projects for the promotion of beneficial development in the County; and

**WHEREAS**, the Dale County Commission ("Commission") has determined that entering into a contract with the Dale County E911 Board ("Board") to replace an aged vehicle and server is a necessary, eligible, and reasonable use of these funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The County hereby designates up to \$54,582 of ARPA funds, designated as Revenue Replacement funds, to facilitate the provision of the government services described herein.
- 2) This allocation is conditioned upon the successful negotiation of a funding agreement between the County and the Board and compliance with all applicable state and federal laws, as well as the terms and conditions of the County's ARPA award.
- 3) The Commission hereby directs the County Administrator to negotiate the terms and conditions of a funding agreement with the Board consistent with this Resolution.
- 4) The Chairmen of the Commission is hereby delegated the authority to enter into the funding agreement if the agreement is consistent with this Resolution and if, in his discretion, the terms and conditions are in the best interest of the County.
- 5) Upon execution of the funding agreement, the County Administrator is hereby authorized to expend ARPA funds for costs of the project in accordance with this Resolution and this funding agreement.

6) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

7) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 14th day of May 2024.

  
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Steve McKinnon, Chairman  
Dale County Commission