



Dale County Commission

Commission Meeting Minutes April 28, 2026

The Dale County Commission convened in a regular session Tuesday, April 28, 2026, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson. Absent: District Two Commissioner Donald O. Grantham; District

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

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Enfinger made a motion to approve the agenda, minutes, and memorandum of warrants.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 105094– 105186.
- Payroll Check Numbers: 155077 – 155079.
- Direct Deposit Check Numbers: 436213- 436363.

Minutes: Commission Meeting of April 14, 2026.

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

APPROVED – NATIONAL OPIOID SETTLEMENT

Commissioner Enfinger made a motion to approve an agreement for the six (6) Remnant Defendants' Settlement ("RDSA"). See Exhibit 1.

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

APPROVED – CLASSIFICATION AND PAY PLAN

Commissioner Enfinger made a motion to approve a 10-day posting of a new job description to be added to Dale County's Classification and Pay Plan. Exhibit 2.

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

APPROVED – EMS TAG DISTRIBUTION – JANUARY-MARCH, 2026

Commissioner Enfinger made a motion to approve the distribution of the EMS Tag Distribution for January-March, 2026. Exhibit 3.

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

APPROVED – CO RD 63 RESURFACING PROJECT RA-DCP-23-02-26

Commissioner Enfinger made a motion to approve a resurfacing project. Exhibit 4.

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

APPROVED – LETTER OF DESIGNATION

Commissioner Carroll made a motion to approve a letter of designation for the FY 27 Section 5311 Program. Exhibit 5.

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

APPROVED – WORK RELEASE AGREEMENT

Commissioner Carroll made a motion to approve a work release agreement. Exhibit 6.

Commissioner Enfinger 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 12, 2026, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Carroll 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.



Steve McKinnon, Chairman

EXHIBIT G

**Six (6) Remnant Defendants'
Combined Subdivision Participation and Release Form
("Combined Participation Form")**

Governmental Entity:	<i>Dale County Commission</i>	State:	<i>AL</i>
Authorized Official:	<i>Steve McKeown, Chairman</i>		
Address 1:	<i>202 Hwy 123 So. Suite C</i>		
Address 2:			
City, State, Zip:	<i>Ozark, AL 36360</i>		
Phone:	<i>334-774-6025</i>		
Email:	<i>Admin@dalecountyal.org</i>		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: 

Name: Steve McKinnon

Title: Chairman

Date: 04-24-2026

Accounts Payable Processor II

Classification Full-Time Nonexempt

Reports to
Administrator

JOB DESCRIPTION

Summary/Objective

The Accounts Payable processor is responsible for all payments of goods and services necessary for the basic operation of the company.

Essential Functions

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Generate/Approve Purchase Orders daily for all departments.
2. Process incoming mail daily.
3. Log in all checks and cash received for deposit by Commission for verification.
4. Review all invoices for appropriate documentation and approval prior to payment.
5. Process all vouchers created by Payroll to issue checks for garnishments and employee benefits.
6. Key in vouchers/invoices for Accounts Payable check payments.
7. Process, print and obtain signatures on all accounts payable checks.
8. Distribute signed checks as required.
9. Process, maintain and store paid accounting records for state audit. Prepare and issue audit samples upon request.
10. Process proper documentation and request reimbursements from state and local municipalities monthly.
11. Prepare Budget reports and distribute to the department's monthly, or when requested.
12. Acquire W-9 Tax Forms from Vendors and process 1099 Tax documents.
13. Communicate with Vendors. Input Vendor information for all new vendors
14. Maintain the Commission's office supplies inventory and office machines.
15. Perform daily backup of the Smart Fusion Accounting System.
16. Acts as liaison between Commission and branch accounts payable departments.
17. Maintains all accounts payable reports, spreadsheets and corporate accounts payable files.
18. Assists Commission financial officers and branch personnel as necessary.
19. Prepares analysis of accounts, as required.
20. Performs filing and copying.

Competencies

1. Thoroughness.
2. Technical Capacity.
3. Financial Management.
4. Personal Effectiveness/Credibility.
5. Good Oral/written communication skills.

Supervisory Responsibility

This position has no supervisory responsibilities.

Work Environment

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines. This position may require working some overtime hours to attend meetings of the Commission and during specific periods of the Finance Department Peak Cycle Periods such as the Annual Audit, Budget Preparations, and Quarterly Reporting.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This is largely a sedentary role; however, some filing is required. This would require the ability to lift files, open filing cabinets and bend or stand on a stool as necessary. Must see well enough to read fine print and numbers and hear well enough to understand conversations. Must speak well enough to address small groups. Requires the body mobility to move freely about the office.

Position Type/Expected Hours of Work

This is a full-time position. Days and hours of work are Monday through Thursday, 6:00 a.m. to 4:30 p.m. Must be willing to work overtime if necessary.

Travel

Must be willing to travel to attend conferences, training, and seminars as required.

Required Education and Experience

1. High school diploma or GED.
2. Five (5) years of financial accountability and reporting experience.

Preferred Education and Experience

1. Prefer some college level coursework in accounting, business administration, finance, or a related field.

AAP/EEO Statement

Dale County is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, disability, genetic information, sexual orientation, gender identity, protected veteran status, or any other basis prohibited by applicable law.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Personnel Clerk

Division Commission	Department Commission	Location Dale County Commission
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Reports To
County Administrator

Job Summary

Performs the general duties of Personnel Clerk for the county.

Duties and Responsibilities

Prepares county wide payroll and maintains the various records required to support the payroll.

Receives and publicizes notices of job vacancies. Processes all individual job applications and provides qualified applicants to the appointing authority for final selection.

Processes new and terminated employees into or out of county employment. Prepares all necessary personnel records including payroll data and benefits forms.

Prepares FICA reports and withholding deposits and reports. Pays Federal and State taxes and submits quarterly reports.

Audits time and attendance reports and charges labor costs to the proper department.

Prepares employee W-2 forms annually and assists employees with withholding changes.

Assists with reception, referral, and clerical functions as needed.

Serves as primary County Commission Office contact for all internal payroll and employee benefit questions, inquiries, and programs.

Audits all employee insurance invoices for correct benefits, premiums, and participation.

Serves as Wellness Program Coordinator.

Serves as Dale County Safety Coordinator overseeing a countywide Safety Committee and Safety Program. Works with Insurance Carrier Loss Control representatives and follows up with loss control surveys. Attends Loss Prevention Training or other related safety training at least annually. Coordinates safety training and implementation of safety rules with all departments.

Files and monitors employee Workers Compensation Claims and participates in accident investigation. Prepares reports for Workers Compensation Audit annually.

Serves as E-Verify Program Administrator ensuring employment eligibility of all newly hired employees.

Serves as Drug/Alcohol Program Coordinator.

Reviews Pay Plan and Classification Plan annually for final approval by the Commission.

Reviews the Dale County Commission Personnel Policies and Procedures Handbook at least annually.

Personnel Clerk

Files Unemployment report quarterly to the State.

Represents the County in Unemployment Claims/Hearings as needed.

Coordinates Employee Performance Review notification of Supervisors of newly hired employees and those placed on Performance Probation.

Reports days worked by those participating with In-Mate Labor Program to Circuit Clerk.

Verifies all checks and cash received by the Commission office.

Other duties as required.

Personnel Clerk

Supervisory Responsibilities

Physical Demands

Standing Up to 33%	Walking Up to 33%	Sitting 33 - 66%
Stooping, Kneeling, Crouching, Up to 33%	Climbing or Balancing Up to 33%	
Use Hands to Finger, Handle, Up to 66%	Reaching with Hands and Arms Up to 66%	
Tasting or Up to 33%	Talking or Hearing 33 - 66%	

Lifting Up to 10lbs Up to 33%	Up to 25lbs Up to 33%	Up to 50lbs Up to 33%	Up to 100lbs Up to 33%	More than Up to 33%
Vision: Close Vision Yes	Distance Vision Yes	Depth Perception Yes	Ability to Adjust Yes	

Color Vision **Peripheral Vision** **No Special Vision Requirements**

Yes

Specific physical duties

Noise **Very Quiet** **Quiet** **Moderate** **Loud Noise** **Very Loud Noise**

Specific Noise Duties

Exposure to a standard office environment noise.

Comments

Must be willing to work overtime and non-standard hours as required.
Must be willing to travel occasionally and willing to wear appropriate attire.

Personnel Clerk

Job Specifications

Education

High School diploma or equivalent.

Work Experience

Prefer Three (3) years experience in personnel, payroll, or accounting office environment.
Prefer one (1) year of computer experience.

Licenses

Valid Alabama Drivers License

Preferences

Must have the ability to work with the public. Needs a general knowledge of bookkeeping procedures, filing systems, automatic payroll practices, data entry procedures, and database management. Good communication skills required.

Date 8/12/13

EMS FUNDS January - March, 2026

ARITON	\$	3,347.75
DALEVILLE	\$	12,899.65
ECHO	\$	26,112.45
LEVEL PLAINS	\$	2,500.00
MARLEY MILLS	\$	3,347.75
OZARK EMS	\$	16,733.90

\$64,941.50

**County Engineer
Matthew W. Murphy, P.E.**



**Assistant County Engineer
Andrew J. Faulk, P.E.**

DALE COUNTY ROAD AND BRIDGE

MEMORANDUM

Date: April 28, 2026

To: Dale County Commission

From: Andrew Faulk
Assistant County Engineer

RE: Project RA-DCP 23-02-26
Leveling and Resurfacing County Road 63 from US 231 to County Road 14

Dale County Road and Bridge is requesting permission to allow the Chairman, Steve Mckinnon, to sign the contract with APAC – Alabama INC. for the sum of \$378,359.00 to Level and Resurface County Road 63, from US 231 to County Road 14. The contract will be signed after it has been returned by the Contractor to the Engineer's Office along with the Performance Bond and the Labor and Material Payment Bond.

**County Engineer
Matthew W. Murphy, P.E.**



**Assistant County Engineer
Andrew J. Faulk, P.E.**

DALE COUNTY ROAD AND BRIDGE

MEMORANDUM

Date: April 28, 2026

To: Dale County Commission

From: Andrew Faulk
Assistant County Engineer

RE: Project RA-DCP 23-02-26
Leveling and Resurfacing County Road 63 from US 231 to County Road 14

After careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the County Road 63 Leveling and Resurfacing Project to the lowest responsive and responsible bidder:

APAC – Alabama INC.
381 Twitchell Road
Dothan, Alabama 36303

04/15/2026

**DALE COUNTY ROAD AND BRIDGE
BID TOTAL FOR PROJECT RA-DCP 23-02-26
LEVELING AND RESURFACING CR-63 FROM US-231 TO CR-14**

COMPANY	BID AMOUNT
SOUTH EAST CONSTRUCTION	\$557,072.00
WIREGRASS CONSTRUCTION, INC.	\$414,168.38
APAC-ALABAMA, INC.	\$378,359.00



DALE COUNTY COMMISSION

Commission Chairman
Steve McKinnon

Commissioners
Chris Carroll District 1
Donald O. Grantham District 2
Adam Enfinger District 3
Frankie Wilson District 4

County Administrator
Cheryl Ganey

April 28, 2026

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: Letter of Designation– FY 2027 Section 5311 Program

The Dale County Commission has carefully considered the selection of an implementing agency for its Section 5311 project. We designate the Southeast Alabama Regional Planning and Development Commission dba Wiregrass Transit Authority as our local implementing transit provider. The principal contact person for this project is Kenneth S. (Scott) Farmer at (334) 794-4093.

If you have any questions on this designation, please contact me at (334) 774-6025.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve McKinnon". The signature is fluid and cursive.

Steve McKinnon, Chairman

Dale County Commission

WORK RELEASE PROGRAM EMPLOYER AGREEMENT

This Work Release Program Employer Agreement (“Agreement”) has been entered into by The Dale County Commission (“Employer”) and the Alabama Department of Corrections Elba Community Based Facility (“Institution” or “ADOC”).

RECITALS

WHEREAS Employer is in need of workers to employ in general services; and,

WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Employer.

NOW, THEREFORE, the Parties agree to execute the following Agreement as follows:

TERMS

1. **TERM:** The term of this Agreement shall begin on May 12, 2026, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed in one (1) year increments.
2. **BUSINESS OPERATION:** If Employer is required by law or local ordinance to have a business license, a copy of the license must be provided to and will be retained at the Work Release facility. If no business license is required according to law, Employer must show proof to the Facility Warden/Designee that the work to be done by the inmate is directly related to the business and is necessary in carrying out the company’s normal and ongoing business function. Employer must produce business receipt documentation at the request of the Facility Warden/Designee to show the legitimacy of the Employer’s operations.
3. **DESCRIPTION OF WORK AND SUPERVISION PLAN:** Prior to executing this Agreement, the Employer warrants that it has submitted the attached Description of Work and Supervision Plan, which is hereby attached and incorporated as if set forth herein, indicating the type of work to be provided, the supervision plan, and whether the Employer will be providing transportation. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved the Description of Work and Supervision Plan. The inmate must be utilized ONLY for the job described. At no time shall the work performed be in another state. Failure of the Employer to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
4. **CHANGES:** The Description of Work and Supervision Plan may be changed without formally amending this Agreement, provided that the changes shall be agreed upon by the Warden/Designee and the Employer at least seven (7) days in advance of the planned change and such changes are in writing and made part of this Agreement.

5. **SCHEDULE**: Employer must email a detailed inmate work schedule to the facility in advance of the inmate reporting to work. If an inmate is needed for overtime, Employer must call and inform the JPO/Designee and indicate approximately when the inmate will be finished. The JPO/Designee will ensure that the change is authentic by calling the official number that was provided to the facility by Employer.
6. **USE OF INMATE LABOR**: Employer must pay for inmate labor in the same manner as for any other employee and must comply with applicable requirements established by the Fair Labor Standards Act. Inmate labor is to be paid at the agreed upon rate but not less than the Federal minimum wage. Employer must not use Work Release Program inmates to displace current employees, as strikebreakers, or otherwise to impair existing labor contracts. Employer is not allowed to subcontract inmate labor to other employers. Inmates are not allowed to leave the State of Alabama at any time for any reason.
7. **PAYMENT**: Employer must pay the inmate by payroll check made payable to the inmate and ADOC and must include the inmate AIS# (Alabama Inmate Serial #) on the payee line. The inmate must not be allowed to handle the check. No cash payment is allowed. Employer may mail the checks or money orders directly to the Work Release Facility or arrange to have checks or money orders delivered to the facility upon approval by the Warden/Designee. If Employer is not current with payment for work provided, Employer may be prohibited from utilizing inmate employees.
8. **DAY LABOR**: For inmate day labor, Employer must hand-deliver checks or money orders to the Work Release facility Business Office on the same day the inmate is returned. The Business Office Manager/Designee will calculate the amount of wages due when the inmate is returned to the facility based upon the number of hours away from the facility and the agreed upon rate of pay.
9. **COMPUTATION OF PAYMENT**: Excluding commuting time and meal periods, the hours the inmate is away from the facility will be considered as work time. For transportation provided by Employer, travel to and from worksite may be deducted from the hours worked by the Work Release Program inmate (up to a maximum of 30 minutes each way). One-hour break for meals may be deducted if the inmate is out more than four (4) hours and a meal break is actually taken. Picking up materials, bad weather, other errands, or natural delays are not to be deducted from hours worked. If Employer does not want to pay during situations such as this, the inmate should be returned to the facility. In the event of a work disruption and Employer does not intend to pay the inmate wages, the inmate is to be returned to the facility or the facility is to be contacted to pick up the inmate.

10. **END OF EMPLOYMENT:** W-2 forms and final paychecks for inmates who no longer work for Employer are to be sent to the Work Release facility Business Office. When an inmate is released from the ADOC custody and continues in his or her position with Employer, any paycheck that covers a period split by the release date will be sent to the facility.
11. **SUPERVISION:** Employer must properly supervise the inmate worker. Proper supervision may include, but is not limited to, consistent visual observation of the inmate's activities by the employer or a supervisor and verbal communication between the employer or supervisor and the inmate on a consistent basis.
12. **TRANSPORTATION:** Employer must complete the Privately Owned Vehicle (POV) form (Attachment B) if Employer will be driving the inmate to or from the job site. Employer must have liability insurance to drive in the state of Alabama. If an inmate rides in a company or privately owned vehicle, the employer must have insurance that covers the inmate.
13. **INMATE CONDUCT:** Inmates shall comply with all federal, state, and local laws and ordinances and all ADOC rules and regulations. Inmates are not allowed to mail anything or receive any mail while away from the Work Release facility. All inmate mail shall be sent and received at the Work Release facility. Inmates are not allowed to use the phone while at Employer's job site unless there is an emergency and Employer approves the use of the phone and notifies the Work Release facility. Inmates are not allowed to go shopping or bring anything back to the facility that they did not possess when they left the facility, without the Warden/Designee's written approval. Inmates are not to make any purchases or enter contracts not specifically authorized in writing by the Warden/Designee. Inmates are not to purchase, have in their possession, nor consume alcoholic beverages or natural or synthetic narcotics or drugs in any form, nor serve or accept alcoholic beverages. Inmates are allowed to have ADOC-authorized KOP (keep on person) medications as needed. Inmate employee contact with visitors, including, but not limited to, family members or friends, is prohibited while the inmate is on the job and otherwise away from the Work Release facility. No ADOC inmate is allowed to give blood to the American Red Cross, or any other organization, without specific written approval from the Warden/Designee. Inmates are not allowed to drive any vehicle unless necessary for the performance of the job and prior written approval has been obtained from the Warden/Designee and the inmate has a valid Driver's License on his/her person. Inmates are not allowed to attend Employer cookouts or parties unless approved by the Warden/Designee, in writing, prior to the event. Inmates are not allowed to attend any events away from the job site.

14. **EMPLOYER CONDUCT:** Employer shall not make outside medical, dental, or other appointments for the inmates. Employer must not loan money or purchase anything for or on behalf of the inmate. Employer is not authorized to deduct purchases or cash advances from the inmate's paycheck, except for meal deductions and purchases of safety or work equipment for which written approval was provided in advance by the Warden/Designee. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the JPO/Designee upon the inmate's return to the Work Release Facility. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Employer understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Law Enforcement Services Division and may result in criminal prosecution. Employer agrees to notify the ADOC in the event that such activity is suspected. Failure of Employer to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
15. **REMOVAL OF INMATES:** The agreement notwithstanding, ADOC retains authority over inmate employees and may remove inmate employees from any job site at any time.
16. **AUTHORIZED INMATE AREAS:** Authorized areas for inmates shall be limited to the assigned work areas, break areas, non-public outside smoking area, and restrooms. Inmates are not allowed in Employer's parking lot, except when arriving to or leaving the job site. Inmate employees, with written prior approval from the Warden/Designee, may purchase meal items from area retailers, but must return to the job site for the meal period.
17. **IMMEDIATE NOTIFICATIONS:** If it is determined that an inmate is missing, Employer must call the JPO/Designee immediately. Employer is not to spend time looking for the inmate. ADOC personnel will be dispatched to assist in locating the inmate. Employer must immediately notify the JPO/Designee in the event an inmate employee is questioned, detained, or arrested by law enforcement officials. Employer is expected to contact the JPO/Designee immediately should an inmate employee's behavior become irrational, disorderly, and/or the inmate is terminated from employment. Employer agrees to provide a written statement when requested by ADOC personnel regarding certain situations or events that occurred on the job involving inmate employees.
18. **PROOF OF INSURANCE:** Employee insurance coverage required by law (liability, comprehensive, workman's compensation, etc.) for civilian employees also is required for inmate employees. Employer must submit proof of required insurance coverage to the Warden/Designee.


19. **PROTECTIVE EQUIPMENT**: Employer shall require all inmates to wear protective equipment associated with the directed task. Employer shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and Employer shall notify the JPO/Designee.
20. **MEDICAL**: In the event of injury or illness of an inmate while on the job site, Employer shall immediately contact the JPO/Designee, and the ADOC will immediately pick-up that inmate from the job site. In the event of serious or life-threatening injury, Employer shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. ADOC will be responsible for the payment of any medical expenses, but Employer is responsible for Workmen's Compensation type injuries.
21. **TERMINATION**: Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
22. **NOTICE**: Notices shall be made to the persons designated below in the included contact information as the Warden/Designee and Agency Representative.
23. **NO ASSIGNMENT**: At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to this agreement and the approved and attached Job Description and Supervisor Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
24. **DEBT TO STATE**: It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.

25. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
26. **IMMIGRATION:** The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
27. **PREA:** Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden's designee.
28. **BOYCOTT CERTIFICATE:** In compliance with Act 2016-312, as codified Code Section 41-16-5, Employer hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

- 29. **INDEPENDENT CONTRACTOR:** It is understood that Employer and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
- 30. **MODIFICATIONS:** The Parties agree that this Agreement, the Job Description and Supervisor Plan (and any approved amendments thereof), and all referenced or attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Job Description and Supervisor Plan), and/or extensions shall be in writing and signed by both parties to be binding.
- 31. **STAARS:** Contractor is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
 Attn: Samson Ervin, Fiscal Office
 301 S. Ripley Street
 Montgomery AL 36104

- 32. **SECURITY:** All persons, including contractors, entering any ADOC facility are subject to a background check and security check of their person and personal property (including any vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any person found to have violated any security regulation may be barred from entering any ADOC facility.

	STEVE MCKINNON	4/28/24
Agency Representative Signature	Printed Name	Date
ADOC Warden/Designee Signature	Printed Name	Date

CONTACT INFORMATION

ADOC Warden/Designee	Agency Supervisor/Representative
Phone Number	Phone Number
Agency Invoice Address	

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

Description of Work and Supervision Plan

Company/Business: Dale County Commission

Employer Name (Print) _____ Date: _____

Will the inmate ride the state van? _____ Will the inmate ride in a POV? yes
(If POV is checked, please complete Attachment B)

Description of Work and Supervision Plan:

The inmate supervisor/litter control officer will utilize inmates to perform litter control activities on county roads and right of ways. The supervisor will sign workers out of the detention facility, monitor and maintain control of inmates and document infractions if they should occur. Inmates will be returned to the facility at the end of the daily work session.

Employer Signature: Steve McKinnon Date: 4/28/26

Job Placement Officer/Designee approval: _____

Signature

Warden/Designee approval: _____

Signature

Inmate Employee Assigned to the Employer

This form should be completed for each inmate employee assigned to the employer.

Date: _____

Business/Company: Dale County Commission

Company Representative: Ben Coppage /Steve McKinnon

Inmate's name: _____ **AIS#** _____

Rate of pay: _____ **per** _____

Frequency of paychecks: _____

Job Placement Officer/Designee's approval: _____
Signature

Personally Owned Vehicle (POV) Information

TO: Warden/Designee, _____

FROM: Inmate _____ AIS# _____

RE: Permission to ride to and from work in vehicle not owned by the State of Alabama.

DATE: _____

I request that I be allowed to ride to and/or from my assigned Work Release job in the vehicle described below. This vehicle is not owned by the State of Alabama. I will not drive, nor attempt to drive, this vehicle.

Inmate signature: _____

Vehicle Data

Registered to: Dale County Commission _____

Address: 202 South Highway 123, Ozark, AL 36360 _____

Make: Ford _____

Model: F250 _____

Year: 2019 _____

Color: White _____

Tag #: 38024CO _____

VIN #: 1FT7W2B69KEG49989 _____

Driver Signature (or owner): _____

Insurance Company: Circle Insurance / Liability: County Risk Services _____

Telephone #: 334 394-3232 _____

Policy #: Member # 0040-0087 (liability) _____

WARDEN/DESIGNEE'S APPROVAL: _____ DATE: _____

Employer Information

[REDACTED]

COMPANY ADDRESS

STREET: Dale County Commission

CITY: Ozark

STATE: AL

ZIP CODE: 36360

[REDACTED]

PRIMARY CONTACT : Steve McKinnon

[REDACTED]

PRIMARY PHONE NUMBER : 334 774-6025 ext 2408

[REDACTED]

CELL NUMBER : 334 301-1468

[REDACTED]

SECONDARY CONTACT : Ben Coppage

[REDACTED]

PRIMARY PHONE NUMBER : 334 400-5846

[REDACTED]

CELL PHONE :

[REDACTED]

COMPANY FAX NUMBER : 334 774-1841

[REDACTED]

E-MAIL ADDRESS : steve.mckinnon@dalecountyal.gov

[REDACTED]