



Dale County Commission

Commission Meeting Minutes - January 28, 2020

The Dale County Commission convened in a regular session Tuesday, January 28, 2020. The following members were present: The following members were present: Chairman Mark Blankenship; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll.

Chairman Blankenship called the meeting to order at 10:30am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

APPROVED – AGENDA

Commissioner McKinnon made a motion to approve the agenda with the following addition: #6 approve the purchase of the three (3) dump trucks.

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

APPROVED – MEMORANDUM OF WARRANTS

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

- Accounts Payable Check Numbers 85693-85789.
- Payroll Check Numbers: 154647-154649.
- Direct Deposit Check Numbers: 33445-33587.

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

APPROVED – JANUARY 14, 2020 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on January 14, 2020.

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

APPROVED – PERSONNEL

Commissioner Gary made a motion to approve the following:

- Bonita Parker – Jail – Jailer, VI – New Hire.
- Donnell Russaw – Jail – Jailer, VI – Part to Full Time.
- Justin Pennington – Jail – Jailer, VI – Temporary.
- Brandon Ware – Road & Bridge – Laborer, IV - New Hire.
- Pedro Hernandez – Road & Bridge – Equipment Operator, VI - New Hire.
- Carolina Jackson – Sheriff Dept – Investigator/Crime Scene, XII - Promotion.
- Carson Minton – Sheriff Dept – Deputy, VI - New Hire.

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

APPROVED – TRAVEL REQUEST

Commissioner McKinnon made a motion to approve the following:

- Derek Brewer – Road & Bridge – Alabama Vegetation Management Society – Tuscaloosa, AL – February 24-25, 2019 - \$500.00.

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

APPROVED – SOLID WASTE COLLECTION CONTRACT

Commissioner Gary made a motion to approve the contract for residential solid waste collection services by Mark Dunning Industries, Inc. See Exhibit 1.

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

APPROVED – CAPITAL FUND EXPEDITURE

Commissioner McKinnon made a motion to approve the following expenditures from the Capital Improvement Fund-116.

- \$6,000.00 for installation of gutters for the Road & Bridge shop.
- \$3,000.00 for the installation of lighting and plumbing in the herbicide building at the Road & Bridge shop.

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

APPROVED – COUNTY ROAD MAINTENANCE MAP

Commissioner McKinnon made a motion to approve to approve the County Road Maintenance Map. See Exhibit 2.

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

APPROVED – PURCHASE OF EQUIPMENT – ROAD & BRIDGE

Commissioner McKinnon made a motion to approve the purchase of three (3) Kenworth Dump Trucks, estimation \$450,000.00, and that the Chairman is authorized to seek financing.

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

APPROVED – ECONOMIC DEVELOPMENT INCENTIVE

Commissioner McKinnon made a motion to approve Economic Development Incentive Fund Request for Project Trident in the amount of \$50,000.00 from Fund 110. See Exhibit 3.

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

APPROVED – DALE CO FARMERS FEDERATION – BOARD APPT

Commissioner McKinnon made a motion to approve Jerry H. Byrd to the Ag Plex Authority as their appointment.

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

APPROVED – BUDGET AMENDMENT – SHERIFF DEPT

Commissioner Gary made a motion to approve an additional \$10,000.00 to the Sheriff's personnel budget and to eliminate one clerk position (for the creation of the new position of Investigator/Crime Investigator).

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

APPROVED – ACCA LIABILITY SELF-INSURED FUND

Commissioner Gary made a motion to approve Resolution and Participation Agreement to renew participation in the Liability Fund for calendar years 2021-2023. See Exhibit 4.

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

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

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

APPROVED – EMS FUNDING – QUARTER SEP-DEC, 2019

Commissioner McKinnon made a motion to approve funding for Emergency Medical Services (EMS) funding for the quarter September-December, 2019. See Exhibit 5.

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, February 11, 2020 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission McKinnon made a motion to adjourn the meeting. Commissioner Gary 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

CONTRACT

THIS **CONTRACT** made and entered into the 28 day of January, 2020 by and between **Mark Dunning Industries, Inc.**, the **CONTRACTOR**, and the **Dale County Commission**, Dale County Government Building, 202 South Highway 123, Suite C, Ozark, Alabama 36360, the **OWNER**.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter names, agrees as follows:

1. That the Contractor shall furnish all of the materials and perform all of the Work in the manner and form as provided in the Contract Document: **Bid Specifications for Residential Solid Waste Collection Services**

Which are attached hereto and made a part hereof, as if fully contained herein, for:

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

The Owner hereby agrees to pay the Contractor for the faithful performance of the Contract, subject to additions and deductions as provided in the specifications, in lawful money of the United States such fees for customer service as are set out in the bid specifications and Contractor's bid proposal.

2. Not later than the 15th day of each calendar month, the Owner will make a partial payment to the Contractor the services provided during the preceding calendar month under this Contract.
3. The Contractor hereby agrees to commence work under this Contract on the Commencement date identified in the BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (Document attached).

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

CONTRACTOR:

Mark Dunning Industries

100 Racetrack Rd. Dothan, AL 36303
ADDRESS

SEAL

BY: Mark Dunning
ITS PRESIDENT

ATTEST:

Mark Dunning
ITS SECRETARY

CONTRACTOR LICENSE
NO. _____

OWNER:

DALE COUNTY, ALABAMA

BY: [Signature]
ITS COMMISSION CHAIRPERSON

SEAL

ATTEST:

[Signature]
ITS SECRETARY

BID FORM
Bid for Solid Waste Collection
Dale County, Alabama

The Dale County Commission is considering entering into contract for a private company to collect residential garbage from each resident of the unincorporated areas of Dale County and including the Town of Clayhatchee and the Town of Level Plains. The undersigned understands and hereby proposes to perform the residential Solid Waste Collection Services as specified herein for the amount listed by the contractor below. If your company is interested in entering into this contract with the County, please complete this form and return by the time and to the place stated herein. (Assume 6331 households for Bid purposes). The Contractor, by submitting this bid, acknowledges, that he has received the Invitation to Bid, Specifications, Bid Bond form and has examined all information and notices contained therein and has had an opportunity to resolve all matters of concern at the pre-bid meeting.

CONTRACTOR PROVIDED CARTS

\$ 12.50 per Solid Waste pickup per month

J. Mark Dunning
Signature

9-23-19
Date

J. Mark Dunning
Name (Typed)

President
Title

Mark Dunning Industries
Name of Company

100 Racetrack Rd.
Address

Dothan AL
City State

334.983-1506
Phone

334.983-1627
Fax

j.m.dunning@markdunning.com
E-mail

Sworn to and subscribed before me on this the 23 day of Sept., 2019

Notary Signature [Signature]

My commission expires: My Commission Expires
02/25/2020

STATE OF ALABAMA
DALE COUNTY

BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES.

The following are bid specifications for competitively bid residential Solid Waste Collection Services in Dale County, Alabama. All contractors who are interested in submitting bids shall follow the specifications and, if successful, should expect that a contract will be entered into between the Contractor and the Dale County Commission which incorporates the following terms, conditions and contract language:

1. **SCOPE OF WORK:** As of the Service Commencement Date and subject to the terms and conditions of this Contract, the County grants to the Contractor the right, franchise and obligation to provide residential solid waste collection services within the Collection Area. In accordance with the terms of this Agreement, the Contractor shall collect all Solid Waste of each residence in the Collection Area. The County agrees to use its best efforts to protect Contractor's rights under this Agreement.

2. **TERM/TERMINATION:** Unless renewed as provided herein or terminated as provided herein, the term of this Agreement shall be for an initial three (3) year period beginning on the Service Commencement date of February 3rd, 2020, however, that this Agreement may be canceled as provided in Sec. 22-27-5(a) Code of Alabama, 1975, as amended, upon finding by the Dale County Compliance Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in Dale County, Alabama.

3. **OPTION TO RENEW:** This Agreement shall be automatically extended for an additional term of three (3) years, under the same terms and conditions of this agreement unless written notice of intent to non-renew is sent by certified mail from one party to the other party stating intent to non-renew no less than 90 days prior to the expiration date of the original contract. In event Contractor requires material changes in the terms and conditions of the extension, the contract term shall terminate and will be required to be publicly re-bid.

3a. **CPI:** Contractor shall be allowed to increase the contract price per customer by a percentage equal to the appropriate Consumer Price Index for the region at the beginning of year 2 and 3 of the contract and for each additional year if the contract is extended.

Contractor shall submit data and calculations of the CPI increase requested to the Dale County Solid Waste Director/County Engineer for approval.

4. COLLECTION SERVICE: The Contractor shall collect and dispose of Solid Waste from each Residence in the Collection Area. Dale County has mandatory participation consisting of approximately 6331 active customers at the time of the execution contract, customers with additional cans and exempt residents and entities; also including the Town of Level Plains, Clayhatchee, and Holiday Village Trailer Park. Solid Waste shall be collected by the Contractor at curb side once per week. "Back Door" service will be provided at no additional charge to homebound and/or disabled persons upon request and with the approval of the Dale County Compliance Officer.

4a. Service Commencement Date: Actual Residential Service Collection shall begin on or about February 3rd, 2020.

5. ROUTES OF COLLECTION: Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time ask the County to approve changes in routes or days of collection, which approval shall not be unreasonably withheld.

6. HOURS: Collections shall be made in residential areas no earlier than 6:00 A.M., with no service on Sunday, except in the time of emergency or to maintain schedules due to Holidays. Confirmation of a state of emergency must be made by the County.

7. SPILLAGE AND LITTER: The Contractor shall not litter the premises in the process of making collections.

8. APPROVED CONTAINERS: Residential customers shall place all Solid Waste in an approved container. See Sec. 29 (Roll-out Cart Container)

9. EXTRA-ORDINARY MATERIALS: The Contractor shall have no obligation to collect or dispose of Excluded Waste. The rates set forth in this Agreement shall be for the collection of Solid Waste only, and the Contractor may reject any furniture or appliances unless they will fit into the 95-gallon (minimum) container.

10. COLLECTION EQUIPMENT: The Contractor shall always have on hand, in good working order, packer type equipment approved by the Dale County Health Department that permits the Contractor, adequately and efficiently, to perform its duties hereunder. Collection equipment may consist of either fully automated or semi-automated lift systems. Each vehicle shall have clearly visible on each side, the vehicle number and the Name and telephone number of the contractor.

Contractor shall be allowed to park its vehicles and other collection equipment on County property adjacent to the Dale County landfill.

10.1 HAULING: All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

11. ANSWERING SERVICE: The Contractor shall, at its expense, maintain a toll free telephone number listed in the name in which it does business, and it shall be manned Monday through Friday, 8:00 a.m. to 5:00 p.m. for those who need to contact it and so that local residents or customers may register service complaints.

12. CONTRACTOR'S RELATION TO THE COUNTY: The Contractor is an independent Contractor and shall be in no respect, an agent, servant or employee of the County. Contractor shall be required to pay all federal, state and local sales taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment or other necessary items in the performance of this Agreement.

13. MISSED GARBAGE: Missed garbage is defined as solid waste not collected within three working days of scheduled pick-up day. Contractor shall report all missed garbage to the County. The County shall report all missed garbage to the Contractor. Contractor shall be assessed liquidated damages for all missed garbage. As liquidated damages, the Contractor agrees to credit the County for each residential unit whose garbage was missed, the amount of \$25.00, for each missed garbage occurrence. The County will deduct said amount from payment due the Contractor.

14. DISPOSAL: Solid Waste collected by Contractor shall be hauled to and disposed of at any Southeast Alabama Solid Waste Authority Transfer Station, unless otherwise instructed by Dale County in writing.

15. CHARGES AND RATES: For the collection of Solid Waste required to be performed under the terms of the contract, per customer fee for collecting waste from all Residential Units within collection area for once per week pick-up using one Contractor provided, delivered and maintained roll-out container shall be a total of \$12.50 per month (BID AMOUNT TO BE INSERTED HERE). Contractor shall collect solid waste from each residence within the collection area.

The County will direct the Contractor to the address of each account. The Contractor shall only allow shared service to all residential units that qualify for shared service in accordance with Alabama State Law. The Dale County Compliance Officer shall review and approve all shared service requests.

15a. FUEL ADJUSTMENTS. The base price of diesel fuel for this contract is set for \$ 2.761 per gallon (established at the time of the contract execution). In the event of a sustained increase in the price of Gulf Coast diesel fuel as established by reference to the Energy Information Administration at www.eia.doe.gov. Contractor shall be entitled to an upward fuel cost surcharge in the amount of 3% of the contract base bid price for each whole \$1.00 of increase. Likewise, in the event of a decrease in said fuel price the Contractor shall provide a rebate to the County in a like percentage for every whole \$1.00 in decrease. Surcharges and rebates are to be calculated on Jan. 1st and July 1st of each year and the fuel price on that date shall be the amount used for adjustment calculations.

15b. TIPPING FEE ADJUSTMENTS. In the event the Solid Waste Authority legally increases the tipping fees for disposal of solid waste and the Contractor can demonstrate that it is adversely affected thereby, Contractor may apply to the County for a comparable increase in the bid price and the county shall not unreasonably deny same.

The contractor shall not make any additional charges to the residential units or to Dale County for providing any of the services included in this agreement other than those stated above.

16. COLLECTION LOCATION: All residences shall place household solid waste in furnished 95-gallon (minimum) roll-out carts at the curb side of the intersection of their private driveway or road and the County maintained public thoroughfares. The container shall be placed at this location prior to the scheduled collection time and shall be readily accessible to the Contractor's personnel and collection vehicles. The Contractor shall not be responsible for missed containers that are not at the collection location at the scheduled time for collection.

17. BILLING AND PAYMENTS: The Dale County Commission shall be responsible for billing the residential customers monthly. The County will pay the Contractor monthly. The Contractor shall be paid by the 15th day of the month for each billing cycle. It shall be the County's responsibility to collect all fees, including overdue fees and late charges. The Contractor shall continue to pick up garbage at delinquent residences until instructed otherwise by the Dale County Compliance Officer.

18. FEES: OMIT

19. NOTIFICATION OF COUNTY: The Contractor shall notify the County about complaints, complaint procedures, complaint resolutions, regulations, day(s) of collection, routes, route changes, holiday schedules, and any proposed changes, etc.

20. CONTRACTOR'S PERSONNEL: Dale County shall have the right to request the dismissal of any employee of the Contractor who has demonstrated conduct that is negligent, wanton, illegal or

discourteous in the performance of his/her duties, however, nothing contained herein shall submit Dale County to liability for the actions of said employee or the failure to request such dismissal as all such personnel decisions shall ultimately be the sole responsibility of the Contractor. Contractor shall provide Equal Employment Opportunities as prescribed by law.

The Contractor shall provide adequate quantity of qualified and trained employees during the performance of their services as outlined in this Agreement.

21. STANDARD OF PERFORMANCE: In the event the Contractor continues to collect household solid waste but fails to completely comply with the provisions of the Agreement, then the following steps will be taken:

- (A) The County shall give the Contractor notice in writing sent by Certified Mail, outlining any and all correctable deficiencies or breaches of contract. A thirty (30) day period will be given the Contractor to correct these deficiencies and regain compliance with the contract to the satisfaction of the Dale County Compliance Officer.
- (B) In the event the deficiencies are not corrected within the Thirty (30) day period as outlined in sub-paragraph (a), the County shall have the right to cancel and terminate this contract. Whether or not the deficiencies have been corrected and compliance regained is to be left to the absolute discretion of, and to be a joint decision of, the Dale County Compliance Officer and the State Health Department, jointly, without liability of its members in making such determination.
- (C) Due to the nature of the business to be conducted under the contract and health concerns associated with the failure to collect household garbage, should Contractor cease the full or partial collection of residential solid waste for any reason and for any length of time, Dale County shall have the right under emergency circumstances to immediately suspend or cancel the contract and enact measures to assume Contractor's obligations by in-house collection of solid waste for its customers or to employ other persons, firms or corporations to service its customers. In the event of the cessation of collection by Contractor and the emergency assumption of Contractor's obligations by Dale County, notwithstanding any other provisions of the contract, Contractor shall be liable for all damages incurred to Dale County by reason thereof.

22. BANKRUPTCY: It is agreed that if the Contractor files for bankruptcy, either voluntarily or involuntarily, then the County may terminate the Contract effective on the day and at the time the bankruptcy petition is filed.

23. COMPLIANCE WITH LAWS: The Contractor shall conduct operations under the Contract in compliance with all applicable federal, state or local laws, rules and regulations regulating solid waste collection and disposal.

24. ILLEGAL PROVISIONS: Refer to paragraph 39.

25. PERMITS AND LICENSES: The Contractor shall obtain at its own expense all permits and licenses required by law, regulation or resolution, and maintain same in full force and effect.

26. PERFORMANCE BONDS: The Contractor shall furnish to the County a Performance Bond in the principal amount of \$949,650 (annual contract amount) for the faithful performance of the Contract and all obligations arising hereunder. The Performance Bond shall be executed by a surety company licensed to do business in the State of Alabama and Dale County shall be named as the entity to be indemnified.

27. WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain for the life of the Contract, Worker's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate of insurance shall always be filed with the County by the insurance carrier showing such insurance to be in force.

28. LIABILITY INSURANCE: The Contractor shall provide and maintain during the life of the Contract, Liability and Property Damage Insurance and Umbrella Coverage in the following amounts, to protect itself, its agents, its employees, and the County from claims for damages for personal injury, including wrongful death and property damage that may arise from operations under this Contract, whether such operations are performed by itself or its employees. The policy or policies shall name the County as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without the expressed written consent of the County. The aforesaid insurance shall be written by companies authorized to do business in the State of Alabama:

Public Liability	-	\$1,000,000 each occurrence
BI/Property Damage	-	\$1,000,000 each occurrence
Umbrella Liability	-	\$2,000,000 per each occurrence

A Certificate of insurance shall always be filed with the County by the insurance carrier showing such insurance to be in force and Dale County and its officers and agents shall be named as an additional insured.

29. ROLL-OUT CART CONTAINER: Contractor shall provide and deliver One (1) new or like new approved 95-gallon (minimum) cart per customer made of heavy duty, rotational molded, medium density plastic, compatible with automated and semi-automated lift systems. Containers shall contain no inscriptions or identifying markings or names other than those approved by County in advance of distribution. The County is not responsible for delivering and/or maintaining said containers. At the conclusion of this contract, or the extension thereof, all containers furnished to customers shall remain the property of the contractor.

29.1. CART DELIVERY AND MAINTENANCE: Each new customer will be provided one (1) new approved 95 gallon (minimum) cart within ten (10) working days of receiving notice of new account. Contractor shall repair or replace damaged containers within ten (10) working days of receiving notice of said damage. If the containers remain undelivered, unrepaired or unreplaced, then the Contractor shall be assessed liquidated damages, which the Contractor agrees to credit the County, for each residential unit so affected in the amount of \$25.00, and \$25.00 for each following month the container remains undelivered or unrepaired or unreplaced. Damage is defined as anything rendering the container unusable as to its intended use (i.e. lids, wheels, etc.).

30. EFFECTIVE DATE: The Contract shall become effective and shall be binding on the date it is executed, however, the 3 year term of the contract shall begin on the service commencement date.

31. HOLIDAYS: Contractor may observe the same holidays as the Southeast Alabama Solid Waste Authority. If Contractor wishes to collect Solid Waste on days that the Southeast Alabama Solid Waste Authority observes a holiday, Contractor, at its option, may collect solid waste on observed holidays or reschedule holiday pick-up within the same week the holiday falls. The Contractor shall provide advanced notification to all active customers of any schedule changes by placing notification on each container one week prior to scheduled change in service.

32. INDEMNITIES: County's Indemnification. Contractor does hereby indemnify and hold the County harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of Contractor or it's officers, agents or employees during the term of this Agreement or any misrepresentation by the Contractor or breach of this Agreement.

Contractor's Indemnification. The County, insofar as allowed by law, does hereby indemnify and hold the Contractor harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of Dale County or its officers, agents or employees during the

term of this Agreement or any misrepresentation by Dale County or breach of this Agreement.

33. **SOLID WASTE PLAN:** The County represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the County, (b) notwithstanding anything in said plan to the contrary or any other resolution of the County, in the event the Regional Planning Commission or the Alabama Department of Environmental Management shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the County does hereby amend its current Solid Waste Management Plan, and (c) that the County will not amend its plan in any manner which is inconsistent with this Agreement without the prior written consent of the Contractor.

34. **REPRESENTATIONS:** The County makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) It has the power and authority to enter the Transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder;

(b) The execution and delivery of this Agreement on its part has been duly authorized by a resolution duly adopted by its governing body and by all other necessary actions.

The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) The Contractor is a corporation organized under the laws of the State of Alabama and has the power to enter into and to perform and observe the agreements and covenants contained in this Agreement; and,

(b) The Contractor has the power to fulfill and carry out the provisions of this Agreement; and,

(c) The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.

35. **NOTICES:** All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, telecopy, overnight courier or by registered mail or certified United States mail, return receipt requested, unless otherwise noted in this Agreement, addressed as follows:

To the County: Dale County Commission
Attention: Chairman
202 S. Hwy. 123, Suite C
Ozark, Alabama 36360

To the Contractor: J. Mark Dunning
100 Racetrack Rd.
Dothan, AL 36808

Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, return receipt requested, as provided, unless otherwise noted in this Agreement.

36. **ASSIGNMENT:** Neither Party shall assign or transfer, or permit the assignment or transfer of, this Agreement or any rights hereunder, without the prior written consent of the other party.

37. **FORCE MAJEURE:** In the event either party to the contract is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of that party shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. The party affected will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder. Any time that either party intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, said party shall notify the other party as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

38. **INDEPENDENT CONTRACTOR; NO AGENCY:** Contractor will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is not an agent of Contractor and is not empowered or authorized to obligate Contractor in any way.

39. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

40. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue shall be Dale County, Alabama.

41. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the County and Contractor, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

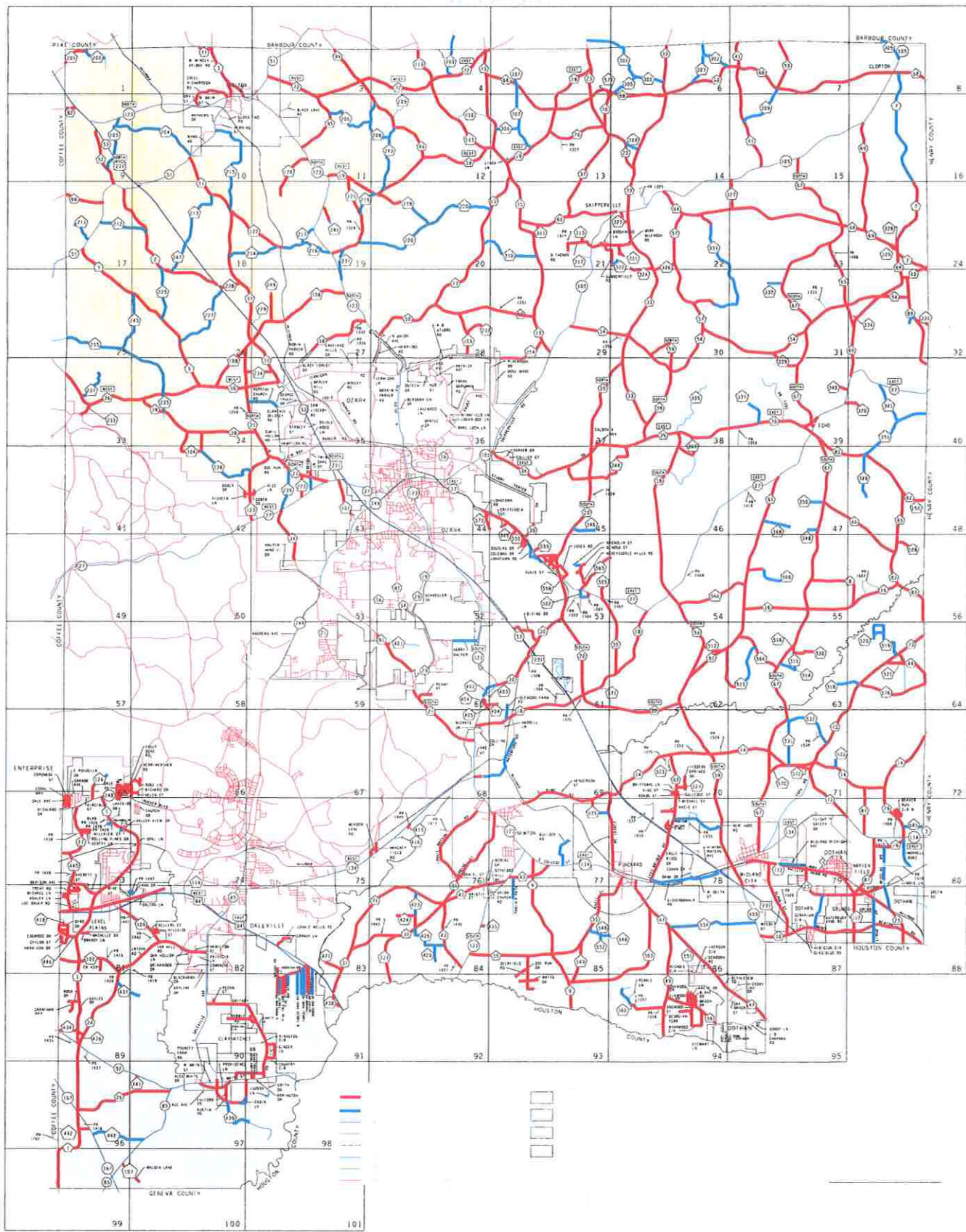
42. **SURVIVAL:** All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged or waived.

43. **DEFAULT; REMEDIES:** Except as otherwise provided herein, and in addition to the terms stated in Para. 21 above, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option (i) terminate this Agreement as of any date which the said other party may select, provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching party, or (iii) have recourse to any other right of remedy to which it may be entitled by law or at equity, including, but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such permit cancellation, breach or default.

The above stated terms and conditions form the bid specifications upon which interested contractors should base their bid. The bidding process will be conducted under the Public Works Agreement Law of the State of Alabama. The bids must comply specifically with said laws and specifications and bids will be opened publicly by the Dale County Commission at such time as set by the Dale County Commission office. A Bid Bond with proper sureties in the amount of \$10,000 shall accompany the Contractor's bid proposal. The failure to provide a Bid Bond or the submission of an insufficient Bid Bond shall cause the Bid to be rejected. Upon execution of the contract a Performance Bond with adequate sureties in the amount of the annual contract price total shall be required. Prospective bidders may obtain the date and time of such bid opening from the Commission office and any other information required, including information on the bonds. Dale County reserves the right to reject all bids in its discretion.

DALE COUNTY COMMISSION

DALE COUNTY
MISSOURI



Economic Development Incentive Fund Request

City/Town: Ozark

Project Short Description: Incentive Request in Support of Project Trident

Description of Potential Impact: This project will result in construction of a facility at the Ozark Airport-Blackwell Field that will house Trident and private general aviation aircraft. This project provides a valuable economic development incentive that directly results in providing 20 jobs to Ozark and Dale county citizens and an investment of \$600,000.

Total Project Budget: \$600,000

Requested Amount: \$50,000

Percentage of Total Budget: 8%

City Contribution to the Project: \$300,000

Percentage of Budget: 50%

ALDOT Contribution to the Project: \$250,000

Percentage of Budget: 42%

Project Description:

Project Trident is a FAA Certified Flight School that is currently located in the Ozark-Dale Technology Center for Developing Industry. The company is planning to increase their fleet of five aircraft and are requesting three hangars to complete necessary maintenance and repairs on existing and incoming aircraft. The company currently employs 9 employees and anticipates increasing employment to 20 within 3 years. Upon approval, the incentive will be paid directly to the City to be applied toward hangar construction.

Project Partners: Dale County, City of Ozark, ALDOT, ODEC

RESOLUTION

WHEREAS, Dale County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending Dec. 31, 2020; and

WHEREAS, the County's participation in the Liability Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Liability Fund continues to be in the best interest of Dale County and its officials and employees; and

WHEREAS, Dale County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning Jan. 1, 2021 and concluding Dec. 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Dale County Commission that it renews its participation in the Liability Fund for calendar years 2021 through 2023 and hereby directs its Chair to immediately execute the 2021-2023 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 28th day of January 20 20



County Commission Chairperson



PARTICIPATION AGREEMENT

**Association of County Commissions of Alabama
Liability Self-Insurance Fund, Inc.**

PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board - the Board of Trustees of the Liability Fund.
- B. Fund Year - January 1 through December 31.
- C. Service Company – Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents - the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred But Not Reported (IBNR) - an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim - a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant – one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board.

1. **Term of Contract**

Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2021 (whichever date is later), and ending at 12:01 a.m. January 1, 2024.

2. **First Year Contribution/Premium**

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. **Subsequent Contribution/Premium Experience Rating**

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. **Contribution/Premium Payment**

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. **Reporting of Claims**

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. **Cooperation with Risk Management Recommendations**

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. **Liability Coordinator**

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. **Claims and Legal Counsel**

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by the Fund. If a personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. **Legal Defense and Cooperation**

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. **Fund Experience**

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. **Assessments**

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the

Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

12. **Assets of the Fund**

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. **Refunds, Dividends and Other Distributions**

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund as of the effective date of such refund, dividend or distribution.

14. **Withdrawal by Participant from the Fund**

a. **Withdrawal at End of Contract**

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service

Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. Withdrawal During a Contract Commitment

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. Limitation or Cancellation of Coverage by the Fund

a. Non-payment of Contribution/Premium

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. Any Other Reason

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. Inspections and Surveys

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for

the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. **Waiver of Uninsured Motorist Coverage**

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. **Agreement to Abide by the Bylaws**

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. **Audit**

The Fund agrees that all Fund transactions will be annually audited by a certified professional accounting firm

20. **Actuarial Valuation**

The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. **Nonwaiver of Rights, Immunities and Defenses**

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. **No Independent Interest in the Fund**

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the

Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. **Nature of Fund**

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code § 11-30-1, *et seq.*, as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the 28 day of January, 2020

FUND: ASSOCIATION OF COUNTY COMMISSIONS
OF ALABAMA LIABILITY SELF-INSURANCE
FUND, INC.

By _____
ACCA LSIF Representative

PARTICIPANT: State Co. Commissioner - Mark Blalock

By [Signature]
Chairman of the County Commission or
Director of the County Entity

EMS Funding October-December, 2019

01/28/20

Total Available Funds (less carryover): \$ 47,631.85

Date Commission Approved: 1/28/2020

Exhibit 5

% OF FUNDS TO BE DISTRIBUTED	BEGINNING BALANCE	FUNDS AVAILABLE OCT DEC 19	REDISTRIBUTED*	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RUNS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$0.00	\$12,276.25		\$12,276.25	Ozark EMS	N/A	\$363,702.00	\$12,276.25	\$0.00
					Daleville	213	\$24,201.63	\$9,794.15	
					Clayhatchee	0	\$0.00	\$0.00	
					Level Plains	contract w/ enterprise	\$1,500.00	\$1,500.00	
23%	\$0.00	\$11,294.15		\$11,294.15			\$25,701.63	\$11,294.15	\$0.00
					Artton	47	\$4,116.54	\$3,395.82	
					Marley Mill	respond to calls	\$1,514.68	\$1,514.68	
10%	\$0.00	\$4,910.50		\$4,910.50			\$5,631.22	\$4,910.50	\$0.00
					Skipperville	0	\$0.00		
					Echo	200	\$47,000.00	\$7,856.80	
					Choctawhatchee	0	\$0.00		
					Ewil	0	\$0.00		
16%	\$0.00	\$7,856.80		\$7,856.80			\$47,000.00	\$7,856.80	\$0.00
					Newton (30%)	0	\$0.00	\$0.00	
					PAID TO ECHO - Prickard (30%)	contract w/ Echo	\$3,388.24	\$3,388.24	
					Midland City (30%)*	199	\$27,076.26	\$7,341.20	
					PAID TO ECHO - Grimes (5%)	contract w/ Echo	\$564.71	\$564.71	
					Napier Field (5%)	0	\$0.00	\$0.00	
23%	\$0.00	\$11,294.15		\$11,294.15			\$31,029.21	\$11,294.15	\$0.00