



# ***Dale County Commission***

## **Commission Meeting Minutes – July 9, 2024**

The Dale County Commission convened in a regular session Tuesday, July 9, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

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

### **APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS**

Commissioner Carroll made a motion to approve the memorandum of warrants and minutes.

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

- Accounts Payable Check Numbers: 99641 – 99769.
- Payroll Check Numbers: 154970 – 154970.
- Direct Deposit Check Numbers: 429165 - 429311.

Minutes: Commission Meeting of June 25, 2024.

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

### **APPROVED – PERSONNEL TRAVEL**

Commissioner Grantham made a motion to approve the following:

- Steve Baxley, Brandon Elmore, Richard Oldham, Corey Lomanek - Jail - Sep 30<sup>th</sup> – Oct 3<sup>rd</sup>, 2024 – AL Jail Assoc Jail Conference.
- Mark Ashcroft, Nathan Ivey, Sheila Waller – Reappraisal, Revenue – Jul 23-24, 2024 – AATA Legislative Mtg.

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

**APPROVED – PERSONNEL MANUAL UPDATE**

Commissioner Carroll made a motion to approve personnel manual changes to Annual and Sick Leave. See Exhibit 1.

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

**APPROVED – POSTAGE MACHINE AGREEMENT**

Commissioner Wilson made a motion to approve a postage machine 3-year agreement, effective November 13, 2024, with Pitney Bowes. See Exhibit 2.

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

**APPROVED – MIDLAND CITY WORK REQUEST**

Commissioner Wilson made a motion to approve a work request for Midland City. See Exhibit 3.

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

**APPROVED – OPIOID SETTLEMENT ALLOCATION AGREEMENT**

Commissioner Carroll made a motion to approve an opioid settlement allocation agreement regarding the State of Alabama's settlement with Kroger. See Exhibit 4.

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

**TABLED – ARPA – BROADBAND GRANT**

Commissioner Carroll made a motion to table the ARPA broadband grant agenda item.

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

**APPROVED – FY 25 SECTION 5311 PROGRAM DESIGNATION**

Commissioner Grantham made a motion to approve the FY25 Section 5311 Program Designation as Southeast Alabama Regional Planning and Development Commission dba Wiregrass Transit Authority.

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

**APPROVED – ARPA – SHERIFF OFFICE REMODEL**

Commissioner Carroll made a motion to approve Change Order #1 for the Sheriff Office Remodel. See Exhibit 5.

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

**APPROVED – EMA MASS CARE OPERATIONS AGREEMENT**

Commissioner Enfinger made a motion to approve to an EMA of Support of Mass Care Operations and give the EMA Director authority to sign the agreement. See Exhibit 6.

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

**APPROVED – NEWTON CITY CEMETERY AGREEMENT**

Commissioner Enfinger made a motion to approve to pay \$1.00 to Town of Newton for three (3) lots in their cemetery for the burial of indigent cremated remains.

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

**APPROVED – DALE COUNTY BICENTENNIAL COMMITTEE SPONSORSHIP**

Commissioner Carroll made a motion to approve a \$5,000 sponsorship for the Dale County Bicentennial Committee.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, July 23, 2024, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Enfinger seconded the motion. All voted aye. Motion carried.

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



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Steve McKinnon, Chairman

**ADDENDUM**

Dale County Commission

Personnel Policies and Procedures Handbook

June 25,2024

**Changes are in Bold**

**Purpose of Addendum:** New employees to start earning Annual and Sick Leave

**SECTION X ATTENDANCE & LEAVE**

**PART D TYPES OF LEAVE**

**No. 1 Annual Leave**

**a. Presently Reads:**

All classified service employees earn annual leave with pay in accordance with these procedures.

Newly appointed employees **upon satisfactorily completing the six (6) months probationary period** shall earn annual leave.

**Changes:**

All classified service employees earn annual leave with pay in accordance with these procedures.

Newly appointed employees shall earn annual leave.

**d. Presently Reads:**

Normally, an employee will be required to take his/her annual leave in the year that it is earned.

However, a total of **fifteen (15) days or** one hundred twenty (120) hours of unused annual leave may be accumulated and carried forward from one leave year to the next leave year.

Accumulated leave at the end of each leave year that is in excess of **fifteen (15) days, or** one hundred twenty (120) hours, will be forfeited by the employee.

**Changes:**

Normally, an employee will be required to take his/her annual leave in the year that it is earned. However, a total of one hundred twenty (120) hours of unused annual leave may be accumulated and carried forward from one leave year to the next leave year. Accumulated leave at the end of each leave year that is in excess of one hundred twenty (120) hours, will be forfeited by the employee.

**e. Presently Reads:**

Upon separation from County service an individual will be paid for his/her unused accrued vacation leave. However, no employee will be paid for more than **twenty-four (24) days or one hundred eight-four (184) hours of leave unless they were authorized a higher limit under the provisions above.** Such entitlement will be calculated at the regular rate of pay for the individual.

**Changes:**

Upon separation from County service an individual will be paid for his/her unused accrued vacation leave. However, no employee will be paid for more than one hundred eight-four (184) hours of leave. Such entitlement will be calculated at the regular rate of pay for the individual. Unless the employee is within the six (6) month probationary period.

**f. New**

No annual leave will be taken during an employee's six (6) month probationary period.

**Changes:**

Sections a. thru l. have been re lettered due to adding a new f. and was incorrectly lettered.

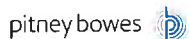
**No. 2 Sick Leave**

**a. Presently reads:**

All classified service employees **upon satisfactorily completing the six (6) month probationary period, if applicable**, will earn sick leave credit at the rate of four (4) hours per pay period **for a total of thirteen (13) days per year**. Earned sick leave will be posted to each employee's account at the end of each pay period in which it is earned.

**Changes:**

All classified service employees will earn sick leave credit at the rate of four (4) hours per pay period. Earned sick leave will be posted to each employee's account at the end of each pay period in which it is earned.



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)	
Dale County Commission			582037099	
<b>Sold-To: Address</b>				
100 E Court Square Suite: Tag Office, Ozark, AL, 36360-8819, US				
<b>Sold-To: Contact Name</b>		<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>	
Kelly Langford		334-774-6025	0018297146	
<b>Bill-To: Address</b>				
202 S Highway 123 Ste C, Ozark, AL, 36360-8819, US				
<b>Bill-To: Contact Name</b>		<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Kelly Langford		334-774-6025	0018296418	kelly.langford@dalecountyal.gov
<b>Ship-To: Address</b>				
100 E Court Square Suite: Tag Office, Ozark, AL, 36360-8819, US				
<b>Ship-To: Contact Name</b>		<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>	
Kelly Langford		334-774-6025	0018297146	
<b>PO #</b>				

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	ALMSP360	ALM Support for SP360 Cost Accounts
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSA	145 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HV97500	Wireless Client Kit
1	HVBA	MailCenter 1000
1	HVSP	MailCenter Shipping Bundle

1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM1	SoftGuard - 1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 365.51	\$ 1,096.53

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.



Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA230000003750  
 State/Entity's Contract#

*Philip Ward*  
 Lessee Signature

State Rep. Ward  
 Print Name

Chairman  
 Title

07-09-24  
 Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Philip Ward	philip.ward@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

# Work Request Form

## Dale County Road & Bridge Department

Government Entity: City of Midland City

Date Requested: 7/1/2024

Requested by: Jereme Creamer

Project Location: Midland City

Description of Work: Brush cutting and ditching (see attached)  
   
   
 

Cost Estimate: \$15,063.20

(to be completed by County  
Engineer and/or personnel)

### Road and Bridge Reimbursement Options:

- X
- 
- 

1. 100% by the requesting entity
2. 50% General Fund /50% requesting entity
3. 100% by the General Fund

Commission Meeting Date: 7/9/2024

Approved (Y/N):   

**NOTE:** Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

# City of Midland City

Cynthia C. Gary  
Mayor

Jereme Creamer  
City Clerk



Kendall Shirah	District 1
Bobby Woodham	District 2
Elaine Knight	District 3
Delbert Chandler	District 4
Dennis Mathews	District 5

July 1, 2024

Re: Letter of request for work.

To whom it may concern:

The City of Midland City requests the Dale County Road and Bridge Department, perform brush cutting and ditching on various streets within the city limits of Midland City. We were provided a cost estimate in the amount of \$15,063.20, to which our city council approved on June 4, 2024. I have provided the cost estimate with this letter of request. If you have any questions, please reach out to the City Clerk, Jereme Creamer at (334) 983-3511 ext. 201 or [cityclerk3511@gmail.com](mailto:cityclerk3511@gmail.com).

God Bless,

Jereme Creamer  
City Clerk

Enclosure: Midland City Cost Estimate

County Engineer  
Matthew W. Murphy, P.E.



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

## DALE COUNTY ROAD AND BRIDGE

### Midland City Cost Estimate

<u>ID #</u>	<u>Description</u>	<u>Cost per Hour</u>	<u>Hours</u>	<u>Total</u>	
2509	Alpha Cutter	\$ 139.24	55	\$ 7,658.20	
2459	Backhoe	\$ 91.69	15	\$ 1,375.35	
2501	Dump Truck	\$ 96.03	15	\$ 1,440.45	
2502	Dump Truck	\$ 96.03	15	\$ 1,440.45	
	Michael Miller	\$ 24.77	45	\$ 1,114.65	5.5 days-Alpha / 1 day-Dump Truck
	Mark Minor	\$ 21.79	55	\$ 1,198.45	5.5 days-Flagging
	Terry Robinette	\$ 26.30	15	\$ 394.50	1.5 days-Dump Truck
	Juan Hernandez	\$ 29.41	15	\$ <u>441.15</u>	1.5 days-Backhoe
				\$ 15,063.20	

Cutting **Daniel St.**  
 Cutting **Dale Circle**  
 Cutting **Delta St.**  
 Cutting **Hinton Waters**  
 Cutting **Midland Michigan**  
 Ditching **Southview Dr.**

## KROGER ALLOCATION AGREEMENT

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

### A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by the Kroger settlement agreement.
3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by the Kroger settlement agreement, or that are otherwise included in the definition of "Special District," "Health District," "Hospital District," or "Subdivision" within the Kroger settlement agreement.
4. "Local Government Executive Committee" shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of the Political Subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.
5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.
6. "Kroger" shall mean The Kroger Co. and any other entity qualifying as a "released entity" under Section I, Paragraph MMM of the settlement agreement, including those entities identified in Exhibit J to the agreement.
7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's settlement agreement with Kroger.
8. The "Subdivision and Governmental Public Health Entity Share" shall mean the allocation percentage earmarked for the Political Subdivisions and Governmental Public Health Entities as set forth in Section B.1.

9. The “Receiver” shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.

**B. Allocation of Settlement Proceeds**

1. The State, Political Subdivisions, and Governmental Public Health Entities shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Governmental Public Health Entities, and 50% going to the State.

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

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

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

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

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

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

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") will be created. Administration of the Deficiency Fund shall be the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced herein. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of September 7, 2023.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a

settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Governmental Public Health Entities and be allocated to the sources from which they derived.

**D. Conflicts With Other Agreements**

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

**E. Jurisdiction**

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



**KROGER  
ALLOCATION AGREEMENT SIGN-ON**

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

Done, this 9<sup>th</sup> day of July, 2024.

Steve McLean  
Chairman  
Title  
City/County of Dale

**Subdivision Participation and Release Form**

Governmental Entity:	<i>Dale County Commission</i>	State:	<i>AK</i>
Authorized Official:	<i>Chairman</i>		
Address 1:	<i>202 Hwy 123, South Fork C</i>		
Address 2:			
City, State, Zip:	<i>Ozark AL 36360</i>		
Phone:	<i>334-974-6025</i>		
Email:	<i>steve.mckinnon@dalecountyal.gov</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 Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. 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. 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 substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity 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 any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities 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 Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, 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, 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 Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release

Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

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

Signature: Steve McKeown  
Name: Steve McKeown  
Title: Chairman  
Date: 07-09-24

# AIA® Document G701® - 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> A Renovation Project for the Dale County Sheriff's Office 113 West Reynolds Street Ozark, AL 36360	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 1/4/2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 1  Date: 6/6/2024
<b>OWNER:</b> <i>(Name and address)</i> Dale County Commission 202 S Hwy 123 Ste C Ozark, AL 36360	<b>ARCHITECT:</b> <i>(Name and address)</i> Poly, Inc 1935 Headland Ave Dothan, AL 36303	<b>CONTRACTOR:</b> <i>(Name and address)</i> Elite Building Group, LLC 16100 US Hwy 84 West Newton, AL 36352

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Demo out tile and mud bed in restrooms to make ADA compliant \$234 sf - (\$2,880.00)
2. Remove 325 sf of asbestos from Kitchen and Corridor - (\$4,500.00)
3. Remove 2nd layer of flooring 4,139sf - (\$20,695.00)
4. Remove 3<sup>rd</sup> Layer of flooring 2,911.9 sf - (\$14,559.50)
5. Remove 4<sup>th</sup> Layer of flooring 1,298.2 sf - (\$6,491.00)
6. Install T&G subfloor on brittle concrete topping 2,374 sf - (\$12,647.50)
7. Skim plywood joints and float floors at Terrazzo areas 2,685 sf- (\$20,000)
8. Overhead and Fee 15% on line items 6 & 7 - (\$4,897.13)
9. Deduction of \$20,000 Contingency Allowance

The original Contract Sum was	\$	323,680.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	323,680.00
The Contract Sum will be increased by this Change Order in the amount of	\$	66,670.13
The new Contract Sum including this Change Order will be	\$	390,350.13

The Contract Time will be increased by Sixty (60) days.  
The new date of Substantial Completion will be 8/17/2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Poly, Inc</u> <b>ARCHITECT (Firm name)</b> <i>Clayton M. Wilks</i> <b>SIGNATURE</b>	<u>Elite Building Group, LLC</u> <b>CONTRACTOR (Firm name)</b> <i>Nicholas Davis</i> <b>SIGNATURE</b>	<u>Dale County Commission</u> <b>OWNER (Firm name)</b> <i>Steve McKinnon</i> <b>SIGNATURE</b>
Clayton M. Wilks, Principal Architect <b>PRINTED NAME AND TITLE</b>	Nicholas Davis, LLC Member <b>PRINTED NAME AND TITLE</b>	Steve McKinnon, Chairman <b>PRINTED NAME AND TITLE</b>
6/25/24 <b>DATE</b>	6/25/2024 <b>DATE</b>	8-7-09-24 <b>DATE</b>



Digitally signed by Clayton M Wilks  
Date: 2024.06.26 13:

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User Notes:

**STATEMENT OF AGREEMENT  
IN SUPPORT OF MASS CARE OPERATIONS**

**DALE COUNTY**

**Agreement Date: 1/1/2024**

**I. PURPOSE**

The purpose of this statement of Agreement is to establish a local Mass Care Planning Group in Dale County and to define the roles and responsibilities of the “core” members of the group.

**II. DEFINITIONS**

The Mass Care Planning Group’s purpose is to plan for providing emergency sheltering, feeding and health care to emergency/disaster victims when the capabilities of the local stakeholders are unable to meet the needs of those emergency/disaster victims.

The Mass Care Planning Group shall consist of representatives from the Dale County Department of Human Resources, the American Red Cross, the Dale County Emergency Management Agency, and the Dale County Department of Public Health. Other agencies shall be added or removed as needed at the direction of the Mass Care Planning Group chair and the consent of the required members. The Dale County EMA Director will serve as chair unless otherwise directed by local government authorities.

**III. ROLES AND RESPONSIBILITIES**

American Red Cross (ARC), Alabama/Mississippi Region, may:

- Serve on the local Mass Care Planning Group;
- Assist the local EMA Director in identifying shelters in the county;
- Obtain written agreements from the owners of facilities to be used for ARC shelters; (Note Nuclear Power Plant Evacuation shelter agreements are through government agreements only)
- Recruit and train local volunteers for Red Cross shelter. May assist county government with training for government shelters;
- Open, manage, staff, conduct registration, and close local ARC shelters in consultation with the local emergency management Director;
- Provide support to shelters;
- Coordinate with the County Department of Human Resources and voluntary agencies active in disaster/emergency mass care services;
- Coordinate with local emergency management Director/coordinator and for shelter support needs (i.e.: generator, transportation, communication, pets, etc.);
- If resources allow, provide normal ARC non-medical logistical support to medical needs shelter as requested by the public health officials when beyond capability;
- Provide an ARC representative to serve virtually to or in person at the AEMA Division Emergency Operations Center (EOC). In cases with significant impact Red Cross may staff a local emergency center.

Dale County Emergency Management Agency (**EMA**) will:

- Advise the local Mass Care Planning Group.
- Develop, update and maintain the Mass Care Annex of the local emergency operation plan (EOP)
- Coordinate Mass Care activities with the American Red Cross, Dale County DHR, and Dale County Health Department
- Maintain a list of shelters pre-designated as a primary emergency shelters and work with the ARC and DHR to have them opened and closed as coordinated with local officials
- Ensure communication capability between the EOC and shelters. The Red Cross Midnight Count will be communicated to State DHR. Other non-Red Cross shelters need to be reported to State DHR as well.
- Coordinate logistical support to activated shelters (transportation, generator, Security, pets, etc.)

Dale County Department of Human Resources (**DHR**) will:

- Serve on the local Mass Care Planning Group.
- Serve as lead agency in the county to ensure mass care services are properly planned for and provided when needed. Consequently, DHR will maintain close coordination with ARC. ARC has been designated as a support to mass care for shelter management, feeding and health services.
- During catastrophic events, where American Red Cross is unable to provide emergency sheltering and feeding, ADHR will coordinate the provision of mass care support services with Federal, State, and local government agencies, Alabama VOAD, and other local voluntary agencies.
- DHR staff will work in shelters that are compliant with the Americans with Disabilities Act, and only in shelters that are certified as being capable of withstanding the forecasted winds.
- Provide a DHR representative to serve virtually or in-person at the AEMA Division EOC if requested by the AEMA Director.

Dale County Health Department (**CHD**) will:

- Serve on the local Mass Care Planning Group
- Assist the local mass care planning group with medical and health care response
- In coordination with State Public Health Officials (Center for Emergency Preparedness and others) and local medical partners, provide assistance with local disaster medical and health care response within the capacity of ADPH staffing and capabilities
- Provide consultation and local resource information/assistance as requested and available
- Immediately following an emergency or disaster event, participate in assessment of health and medical needs to include for additional medical personnel and equipment/supplies and any requirement for local medical needs shelters

- Upon request, conduct limited environmental health activities in DHR/ARC authorized shelters as appropriate to ADPH environmental standards for health and safety of shelter/community

**IV. FINANCIAL AGREEMENTS**

All costs for mass care assistance shall be in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act and consistent with the Presidential Declaration and the specific terms of participating individual agency directives and agreements on federally declared disasters.

**V. AMENDMENTS AND DISTRIBUTION**

The Mass Care Planning Group will review the statement of agreement at least annually. This statement may be modified or amended only with the written agreement of all parties; all amendments shall be attached to this statement of agreement. A party may terminate this statement of agreement by providing 30-day written notice to the Mass Care Planning Group chair. Copies of this agreement and amendments will thereto be furnished to the members of the Mass Care Planning Group.

**VI. PROMULGATION**

The provisions of the statement of agreement are in effect as of January 1 2024, unless otherwise changed or terminated by written agreement of the designated agencies.

Willie Worsham  
Director



Dale County EMA

Amanda Wallace  
Director



Dale County DHR

Regional Disaster Officer  
American Red Cross Alabama  
(Alabama/Mississippi Region)

County Health Department Administrator  
Alabama Department of Public Health