

# ***Dale County Commission***

## **Commission Meeting Minutes - May 22, 2018**

The Dale County Commission convened in a regular session Tuesday, May 8, 2018. 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. Not present: District One Commissioner Chris Carroll.

Chairman Blankenship called the meeting to order at 11:00 am. Commissioner Wilson opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

### **APPROVED – MEMORANDUM OF WARRANTS AND MINUTES**

Commissioner Wilson made a motion to approve the following:

1. Memorandum of Warrants:

- Payroll check numbers 154462-154465.
- Payroll direct deposit numbers 27288-27419.
- Accounts Payable check numbers 79960-80043.

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

Commissioner Gary made a motion to approve the Minutes of Commission Meeting May 8, 2018.

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

### **APPROVED – 2018-2019 ACCA LEGISLATIVE COMMITTEE**

Commissioner Gary made a motion to approve Commissioner Frankie Wilson as the 2018-2019 legislative committee member for Dale County Commission.

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

### **APPROVED - 2018 COUNTYWIDE CHIP SEAL - CONTRACT LABOR**

Commissioner Wilson made a motion to approve the following:

1. \$1.5 million Warrant Resolution (see Exhibit 1).
2. Authorize the Chairman to sign the contract with S&C Materials and Paving, Inc. (see Exhibit 2).

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

**APPROVED – ADDENDUM TO PERSONNEL POLICIES**

Commissioner McKinnon made a motion to adopt the addendum to the Personnel Policies and Procedures Handbook (see Exhibit 3).

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

**APPROVED – PERSONNEL**

Commissioner Gary made a motion to approve the following:

1. Adam Bruhn and Scott Spurlock – Promotion.
2. Cristal Gullledge- Promotion.
3. Richard Oldham- Promotion.
4. Christian Bostrom- New hire.
5. Melissa Whitehead – New hire.
6. Brock Goree- New Hire.

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

**APPROVED – OPEB REPORTING AGREEMENT**

Commissioner McKinnon made a motion to approve the GASB Statement No. 75- OPEG Reporting Agreement with CapRisk Consulting (see Exhibit 4).

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

**TABLED – ROAD MAINTENANCE SCHEDULE – CO. RD. 350**

**APPROVED – MANDATORY GARBAGE SERVICE EXCLUSION POLICY**

Commissioner McKinnon made a motion to approve a Mandatory Garbage Service Exclusion Policy for the Solid Waste department (see Exhibit 5).

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

**APPROVED – TIMBER HARVESTING - BID**

Commissioner McKinnon made a motion to approve the timber harvesting bid to Strickland Timber LLC. (see Exhibit 6).

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

**APPROVED – ENGINEERING SERVICE AGREEMENT - LANDFILL**

Commissioner Gary made a motion to approve the contract with Dunn Environment Engineering, LLC (see Exhibit 7).

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

**APPROVED – TRAVEL REQUEST**

Commissioner Gary made a motion to approve the following travel request:

1. Darrell Cook – Reappraisal - Commercial School - \$1,139.02.
2. Eleanor Outlaw – Revenue – AATA Summer Conference - \$1,877.08.

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

**APPROVED – DRIVEWAY PIPE WAIVER**

Commissioner McKinnon made a motion to approve a driveway pipe waiver for Jeff St. Sin on County Road 72.

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

**APPROVED – INMATE COMMUNICATION AGREEMENT**

Commissioner Gary made a motion to approve an agreement with Praesus, LLC to handle the inmate communication bid and the monitoring of the contract. (See Exhibit 8).

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 June 12, 2018 at 10:00 a.m.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commission Chairman Blankenship 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.



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**Mark Blankenship, Commission Chairman**

# EXHIBIT 1

## EXCERPTS FROM MINUTES OF A REGULAR MEETING OF THE DALE COUNTY COMMISSION

The Dale County Commission convened in a regularly-scheduled session at 11:00 a.m. on the 22nd day of May, 2018, in the Commission Chambers at 202 Highway 123 South, Suite C, Ozark, Alabama 36360. Those Commissioners present were:

<u>Present</u>	<u>Absent</u>	<u>Also Present</u>
John Mark Blankenship	Christopher Carroll	
Charles Gary		
Joseph Steve McKinnon		
Louie Frank Wilson		

The Commission Chairman, Mark Blankenship, acted as Chairman of the meeting and the ~~Administrator, Cheryl Gravel~~, acted as Secretary of the meeting. The Chairman stated that a waiver of the time, place and purpose of the meeting had been executed by each of the members of the Dale County Commission. The Chairman ordered the waiver spread upon the minutes of the meeting at the end thereof.

The Chairman declared a quorum present and opened the meeting for the transaction of business.

The Chairman presented a proposed resolution authorizing the issuance and sale of the County's \$1,500,000 General Obligation Warrant, Series 2018. After a brief discussion, the following resolution to approve that certain Series 2018 Warrant was introduced in writing, duly seconded and unanimously adopted by the affirmative vote of all Commissioners present:

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE DALE COUNTY, ALABAMA'S \$1,500,000 GENERAL OBLIGATION WARRANT, SERIES 2018, TOGETHER WITH THE EXECUTION AND DELIVERY OF ALL WARRANT FINANCING DOCUMENTS**

Adopted by the

County Commission of Dale County, Alabama

on

May 22, 2018

Section 1. The Dale County Commission (the "County Commission"), as the governing body of Dale County, Alabama (the "County") ordains and makes the following representations, findings and elections:

(1) The County Commission has determined that it is in the public interest to issue the Series 2018 Warrant to fund public road resurfacing and repair and to improve the County's roads.

(2) The Series 2018 Warrant will be a general obligation of the County payable from any funds or revenue source of the County but which the County intends will be paid primarily from tax revenues derived from the four percent (4%) excise tax levied on gasoline sales in the County pursuant to *Code of Alabama, 1975, Title 40, Chapter 17, Article 12*, subject to prior pledges against said excise tax revenue and to the extent sufficient revenue is available; provided, however, such excise tax is not specifically pledged to the repayment of the Series 2018 Warrant. Regardless of the revenue source used by the County to pay the Series 2018 Warrant, the County pledges its full faith and credit to secure payment thereof.

(3) The Dale County Commission will elect to designate the Series 2018 Warrant as a "Qualified Tax Exempt Obligation" within the meaning of and for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 2. Pursuant to the authority to do so contained in the constitution and laws of the State of Alabama, including particularly the provisions of *Code of Alabama, 1975, Title 11, Chapter 28 (the Enabling Law)*, there is hereby authorized to be issued a warrant titled General Obligation Warrant, Series 2018 (the "Series 2018 Warrant").

Section 3. Pursuant to the provisions of the Enabling Law, the County does hereby approve, authorize, ratify and confirm the following:

- (a) The issuance of the County's \$1,500,000 General Obligation Warrant, Series 2018 (the "Series 2018 Warrant") the proceeds of which are to be used to fund public road resurfacing and repair to improve the County's roads and to pay all or a portion of the costs of issuance of said Series 2018 Warrant; and
- (b) Payment of the Series 2018 Warrant will be secured by the full faith and credit of the County; and
- (c) The consummation of all transactions contemplated in this resolution and undertaken by the County hereunder together with all agreements, representations, obligations and covenants of the County contained in the Series 2018 Warrant, the Warrant Financing Agreement, the Tax and No-Arbitrage Certificate, the Incumbency, No-Litigation, Signature and Indebtedness Certificate and any other documents, instruments and certificates executed by or on behalf of the County in conjunction with the issuance of the Series 2018 Warrant (collectively, the "Warrant Financing Documents"); and

- (d) The execution and delivery of the Warrant Financing Documents by the parties to such instruments; and
- (e) Each act of the Chairman of the County Commission, as chief executive officer of the County or the County Administrator, as chief administrative officer, of the County or any other person designated and authorized to act by the Commission Chairman or the County Administrator, which act would have been authorized by this resolution except that such action was taken prior to the adoption of this resolution is hereby ratified, confirmed approved and adopted.

Section 4. The Series 2018 Warrant is hereby designated as a “Qualified Tax Exempt Obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 5. The County hereby further covenants that the reasonably anticipated amount of Qualified Tax Exempt Obligations (other than private activity bonds) which will be issued by the City and its subordinate entities during the current calendar year (viz. – the calendar year ending December 31, 2018) does not exceed \$10,000,000.00. The Series 2018 Warrant is not a “private activity bond” as defined in Section 141 of the Internal Revenue Code of 1986, as amended.

Section 6. The Warrant Financing Documents are hereby approved in substantially the form presented and considered by the County, together with such revisions or amendments thereto as the Chairman for the County Commission shall approve, which approval shall be conclusively evidenced by execution of the Warrant Financing Documents by the Chairman for the County Commission on behalf of the County and its County Commission, the governing body of the County, as hereinafter provided. All such Warrant Financing Documents shall be filed and maintained in the records of the County.

Section 7. Pursuant to the terms of the Warrant Financing Agreement the County hereby authorizes and directs the County Administrator to establish the following accounts at The Commercial Bank of Ozark: (i) the Warrant Fund to receive the proceeds of the sale of the Series 2018 Warrant and (ii) a warrant service fund (“Warrant Service Fund”) to provide funds solely for payment of the Series 2018 Warrant as payments become due by depositing into said Warrant Service Fund sums sufficient to make such payments when due. The Warrant Service Fund shall be funded and maintained in the manner provided in the Warrant Financing Agreement.

Section 8. The County reserves and shall have the privilege of prepaying all or any portion of the outstanding principal balance of the Series 2018 Warrant, together with accrued interest thereon, at any time and from time to time without prior notice and without penalty or premium.

Section 9. The Chairman of the County Commission, as chief executive officer of the County, is authorized and directed to execute and deliver the Series 2018 Warrant and all other Warrant Financing Documents for and on behalf of the County, and the County Administrator is

authorized and directed to attest the same and to affix the official seal of the County to the Series 2018 Warrant and all other Warrant Financing Documents. Upon issuance of the Series 2018 Warrant, the above-named officers of the County are authorized and directed to execute and deliver the Series 2018 Warrant and all other Warrant Financing Documents as well as a receipt acknowledging payment and receipt of the purchase price of the Series 2018 Warrant. By execution of said receipt by said duly authorized officers of the County, the County acknowledges that the proceeds of Series 2018 Warrant will be used for the intended purposes and in the manner provided in the Warrant Financing Documents, and the purchaser of the Series 2018 Warrant will have no duty to inquire or ensure that the County has properly applied said proceeds of the Series 2018 Warrant.

Section 10. The County shall issue the Series 2018 Warrant pursuant to the terms and conditions set forth in the Warrant Financing Agreement. The Series 2018 Warrant is a general obligation of the County payable from any revenue source but intended by the County to be paid primarily from the four percent (4%) excise tax levied on gasoline sales in the County, pursuant to *Code of Alabama, 1975, Title 40, Chapter 17, Article 12*, subject to prior pledges against said excise tax revenue and to the extent sufficient revenue is available; provided, however, such excise tax is not specifically pledged to the repayment of the Series 2018 Warrant, as the Series 2018 Warrant is secured by a pledge of the full faith and credit of the County. Therefore, the Series 2018 Warrant shall constitute a general indebtedness of the County, but the Series 2018 Warrant will not constitute a debt or obligation of any other county or municipality in the State of Alabama. The County shall be obligated to perform all agreements and covenants contained in the Warrant Financing Documents.

Section 11. To the extent necessary for the payment of the principal and accrued interest on the Series 2018 Warrant, the full faith and credit of the County is hereby irrevocably pledged, and though the County intends to make payment on the Series 2018 Warrant from the four percent (4%) excise tax levied on gasoline sales in the County, if that revenue source is insufficient to pay all amounts due on said Series 2018 Warrant provided, however, such excise tax is not specifically pledged to the repayment of the Series 2018 Warrant, the County shall make payment from any and all revenue sources or funds available to the County. The County further certifies that the amount ordered paid by the Series 2018 Warrant will be lawfully due on its Maturity Date, as defined in the Series 2018 Warrant, without conditions, abatement or offset of any description; that the Series 2018 Warrant has been registered as a claim against the Warrant Service Fund in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to or in the issuance of the Series 2018 Warrant exist, have been performed, have happened and have been duly complied with; and that the indebtedness evidenced and ordered paid by the Series 2018 Warrant, together with all other indebtedness of the County, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

Section 12. The Series 2018 Warrant shall be in substantially the following form, with appropriate insertions, omissions or revisions to comply with the provisions hereof to accurately reflect the correct date and other information to complete the Series 2018 Warrant:



THIS SERIES 2018 WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW (OR ANY SUCH SIMILAR SUBSEQUENT LEGISLATION). THIS SERIES 2018 WARRANT MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE PROVISIONS HEREOF.

No. R-1

\$1,500,000

UNITED STATES OF AMERICA

STATE OF ALABAMA

DALE COUNTY, ALABAMA

GENERAL OBLIGATION WARRANT, SERIES 2018

Interest Rate

3.63%

Maturity Date

June 11, 2030

Dale County, a political subdivision of the State of Alabama (the "County"), for value received, hereby acknowledges itself indebted to the Commercial Bank of Ozark in the principal sum of

**ONE MILLION FIVE HUNDRED THOUSAND DOLLARS**

and hereby directs the County Administrator, its Chief Administrative Officer and custodian of all revenue funds derived from whatever source, to pay solely from the Warrant Service Fund said principal sum, together with interest thereon from the date hereof until the end of the one hundred forty-fourth month (i.e. the end of the twelfth year) at a fixed rate of three and sixty-three one hundredths percent (3.63%) per annum, due and payable in eleven equal, consecutive annual installments of One Hundred Fifty-Four Thousand Three Hundred Eighty-One and Thirty-Two One Hundredths Dollars (\$154,381.32), commencing June 11, 2019, and continuing on each anniversary date thereafter with the final payment of the remaining principal balance with accrued interest thereon, together with late charges, if any, being due and payable on June 11, 2030 (the "Maturity Date"), if not prepaid in full before the Maturity Date. The first day of June of each year in which a payment is due shall hereinafter be referred to as a "Payment Date." Both the principal hereof and interest hereon, are payable in lawful money of the United States of America at the principal office of The Commercial Bank of Ozark (the "Bank") in the City of Ozark, Alabama, and both said principal and interest shall bear interest after their respective maturities at the rate of three and sixty-three one hundredths percent (3.63%) per annum.

The County reserves the right and privilege of prepaying all or any portion of the principal of the General Obligation Warrant, Series 2018 (the "Series 2018 Warrant") at any time and from time to time, without prior notice and without penalty or premium, provided that at the time of each such prepayment, the County pays the accrued interest to the date of such prepayment on the principal amount of the Series 2018 Warrant.

This Series 2018 Warrant is duly authorized and issued in the principal amount of \$1,500,000.00 for purposes for which warrants are authorized to be issued by the County, pursuant to a resolution (the "Warrant Resolution") duly adopted by the Dale County Commission, the governing body of the County, at its regular meeting duly and legally held on May 22, 2018, and pursuant to the constitution and laws of the State of Alabama, including particularly the provisions of *Code of Alabama*, 1975, Title 11, Chapter 28 (the Enabling Law"). In addition, in the Warrant Resolution the County did further authorize and designate the Series 2018 Warrant as a "qualified tax exempt obligation."

This Series 2018 Warrant together with any other payment obligation or reserve under the Warrant Financing Agreement are general obligations of the County creating a general liability for the County. The County intends to use the four percent (4%) excise tax levied on all gasoline sales in the County pursuant to *Code of Alabama*, 1975, Title 40, Chapter 17, Article 12, as the primary revenue source to pay the Series 2018 Warrant; provided, however, such excise tax is not specifically pledged to the repayment of the Series 2018 Warrant. If funds are insufficient, the County will make payment from any available funds or revenue source, as the County has pledged its full faith and credit as security for payment of the Series 2018 Warrant. As such, the County hereby directs the County Administrator, custodian of all revenue funds of the County, to pay all amounts due hereon first out of the net revenue derived from the four percent (4%) excise tax levied on all gasoline sales in the County, subject to prior pledges against said excise tax revenue and to the extent sufficient revenue is available; provided, however, such excise tax is not specifically pledged to the repayment of the Series 2018 Warrant, and then secondarily out of any remaining revenue sources of the County.

In the proceedings authorizing the Series 2018 Warrant to be issued, the County reserved the privilege of issuing, without express limitation as to the principal amount, for any lawful purpose and upon the existence of and in compliance with certain conditions precedent referred to in the said proceedings, on a parity of lien and pledge with the Series 2018 Warrant, additional warrants that the County may then be lawfully authorized to issue, whether of general or limited obligation (herein called "Additional Warrants") and to further pledge the revenues derived from the four percent (4%) excise tax levied on all gasoline sales in the County (though as previously stated herein, such excise tax is not specifically pledged to the repayment of the Series 2018 Warrant), the General Fund of the County or from any other revenue source for payment thereof.

It is hereby certified that the amount ordered paid by this Series 2018 Warrant will be lawfully due on the Maturity Date without conditions, abatement or offset of any description; that this Series 2018 Warrant has been registered as a claim against the Warrant Service Fund in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to or in the issuance of this Series 2018 Warrant exist, have been performed, have happened and have been duly complied with; and that the indebtedness evidenced and ordered paid by this Series 2018 Warrant, together with all other indebtedness of the County, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

The representations and covenants contained in this Series 2018 Warrant or in any of the documents, instruments or certificates authorizing the issuance of the Series 2018 Warrant or executed in connection therewith (collectively, the "Warrant Financing Documents") do constitute a pecuniary liability or charge against the general credit of the County, but said Series 2018 Warrant does not constitute an obligation of any county or other municipal corporation in the State of Alabama.

Each payment of principal, interest or principal and interest due hereunder shall be made in lawful money of the United States of America at the principal office of the registered owner set forth above, and any change of place of payment shall be made only after the registered owner gives the County Administrator of the County thirty (30) days prior written notice of said change.

**THIS SERIES 2018 WARRANT EVIDENCES A VALID GENERAL OBLIGATION OF THE COUNTY DUE AND PAYABLE FROM ALL REVENUE SOURCES OF THE COUNTY, AND FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST HEREON, THE COUNTY HEREBY IRREVOCABLY PLEDGES THE FULL FAITH AND CREDIT OF THE COUNTY AS SECURITY FOR PAYMENT OF THIS SERIES 2018 WARRANT AND ALL AMOUNTS DUE HEREUNDER. THIS SERIES 2018 WARRANT IS BEING ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO RESURFACE AND REPAIR PUBLIC ROADS TO IMPROVE THE PUBLIC ROADS IN THE COUNTY.**

Pursuant to the Warrant Resolution, the County has authorized and directed the creation of the Warrant Service Fund. The County has obligated itself to pay or cause to be paid into the Warrant Service Fund from the tax revenues or other general funds of the County sums sufficient to pay the principal and interest on the Series 2018 Warrant as the same becomes due and payable.

The Series 2018 Warrant is issued as a fully registered warrant registered on the books of the County and is transferrable by the registered owner in person or by its duly authorized officers, upon surrender of the Series 2018 Warrant to the County Administrator for transfer at the offices of the County, together with all necessary endorsements for transfer, and thereupon, a new warrant of the same maturity as the Series 2018 Warrant for a principal amount equal to the outstanding principal balance will be issued to the designated transferee or transferees. Provision is made in the Warrant Resolution of the County under which the Series 2018 Warrant was authorized to be issued for the manner in which the proceeds of the Series 2018 Warrant are to be used.

**IN THE WARRANT RESOLUTION THE COUNTY COMMISSION HAS DESIGNATED THE WARRANT AS A "QUALIFIED TAX EXEMPT OBLIGATION" WITHIN THE MEANING OF AND FOR THE PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AND THE COUNTY WILL COMPLETE AND FILE OR CAUSE TO BE FILED WITH THE INTERNAL REVENUE SERVICE FORM 8038-G.**

The County may treat the person or entity in whose name this Series 2018 Warrant is registered as the owner hereof for all purposes, including but not limited to, receiving payment, whether or not this Series 2018 Warrant is overdue, and the County shall not be affected by any notice to the contrary. Payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner hereof, and shall be valid and effectual to satisfy and discharge the liability upon this Series 2018 Warrant to the extent of the sum or sums so paid.

No covenant or agreement contained in this Series 2018 Warrant or in any of the Warrant Financing Documents shall be deemed to be a covenant or agreement of any member of the County Commission or of any officer, agent or employee of the County, and neither any member of the County Commission nor any officer executing this Series 2018 Warrant shall be liable personally on this Series 2018 Warrant or be subject to any personal liability or accountability by reason of the issuance of this Series 2018 Warrant.

Execution by the County Administrator, as chief administrative officer of the County, of the registration certificate hereon is essential to the validity hereof.

The County agrees not to take, or permit or suffer to be taken, any action with respect to the proceeds of the Series 2018 Warrant which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the closing date, would cause the Series 2018 Warrant to be an "arbitrage bond" Regulations promulgated thereunder.

IN WITNESS WHEREOF, the County has caused this Series 2018 Warrant to be executed in its name by the Chairman of the County Commission, as the chief executive officer thereof, has caused its seal to be affixed hereon, has caused the said execution and seal to be attested by the County Administrator, as the chief administrative officer of the County, and has caused this Series 2018 Warrant to be dated June 11, 2018.

DALE COUNTY, ALABAMA

(S E A L)

By: 

Mark Blankenship, Chairman  
Dale County Commission

Attest:

BY: 

Cheryl Ganey, County Administrator  
Dale County, Alabama

## CONTRACT

THIS CONTACT made and entered into the 22<sup>nd</sup> day of MAY, 20 18, by and between  
S & C Materials & Paving, Inc., the CONTRACTOR, and Dale County, Alabama, 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 following enumerated Contract Documents:

- |                                    |                   |
|------------------------------------|-------------------|
| A. Instructions to Bidders         | G. Specifications |
| B. Proposal                        | H. Addenda        |
| C. Proposal Bond                   | I. Drawings       |
| D. Contract                        |                   |
| E. Performance Bond                |                   |
| F. Labor and Material Payment Bond |                   |

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

## CHIP SEAL RESURFACING OF VARIOUS COUNTY ROADS

SAID Contract Documents having been prepared by the Owner.

2. 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 or proposal, in lawful money of the United States as follows:

Approximately ONE MILLION FIVE HUNDRED TWO THOUSAND SIXTY-NINE DOLLARS AND FORTY-FOUR CENTS (\$1,502,069.44) in accordance with the lump sum and unit prices set forth in the Proposal.

3. Not later than the 10<sup>th</sup> day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of an approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the Owner will retain five percent (5%) of the amount of each estimate. When project is fifty percent (50%) complete, no further retainage will be withheld, as per current state bid law (Section 39-2-12-3(e)).

All material and work covered by partial payments made shall there upon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made of the restoration of any damaged work, or as a waiver of the right of Owner to require fulfillment of all of the terms of the Contract. All progress payment estimates will be submitted to the Engineer on forms approved by the Owner. No other forms will be accepted.

4. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and a final release releasing the Owner from any further liability with respect to this Contract or the Project, final payment on account of this Contract shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the Owner.

The Contractor agrees not to withdraw at any time during the term of this Contract or any extensions thereof without the express written consent of the Owner, the whole or any part of the amount retained by the Owner from payments due the Contractor, by depositing with the Owner securities in lieu thereof, as authorized by Alabama Code 41-16-1(1975) or any amendments thereto or any equivalent law or ordinance or regulation. It is expressly agreed between parties hereto that should the Owner elect not to consent to such withdrawal of the retainage from payments due the Contractor, then the Contractor shall not elect to, attempt to, or in any manner endeavor to withdraw such retainage amounts.

5. It is further mutually agreed between the parties hereto that if at any time after the execution of this Contract and the Performance Bond and the Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and

amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

6. The Contractor hereby agrees to commence work under this Contract on the date identified in the Notice to Proceed and to complete the project fully within thirty (30) working days thereafter. The Contractor hereby agrees to pay, as liquidated damages, the sum as specified by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2008 Edition (Section 108.11) for each consecutive working day that expires after the time specified for completion until the project is fully complete.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

CONTRACTOR:

S & C Materials & Paving, Inc.

SEAL

ATTEST:

  
ITS SECRETARY

BY: 

ITS PRESIDENT

12318 US 231 Troy Al. 36081  
ADDRESS

CONTRACTOR LICENSE  
NO. 8759

OWNER:

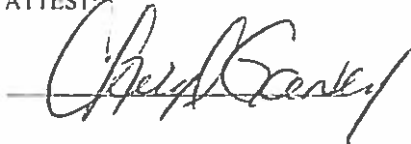
DALE COUNTY, ALABAMA

BY: 

ITS COMMISSION CHAIRPERSON

SEAL

ATTEST:



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
S&C Materials & Paving, Inc. (Hereinafter called the "Principal")

and Employers Mutual Casualty Company (Hereinafter called the "Surety") are held

and firmly bound unto Dale County, Alabama (hereinafter called "Obligee" or "Owner") in the penal sum of One Million Five Hundred Two Thousand Sixty-Nine Dollars and Forty-Four Cents Dollars (\$ 1,502,069.44 ) for the payment of which we

bind ourselves, heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the 22<sup>ND</sup> day of MAY, 20 18, entered into between the Principal and the Obligee for the

CHIP SEAL RESURFACING OF VARIOUS COUNTY ROADS

(Hereinafter called the "Contract") a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part, and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the Owner from all and any liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of such Contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said Contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations and shall give them a direct right of action against the Principal and Surety under this obligation; and further that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond within one year from the date on which the final payment on the Contract falls due. Any alterations or additions which may be required under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance is expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

PERFORMANCE BOND

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this 18 day of MAY, 20 18.

Executed in five (5) counterparts.

WITNESS TO SIGNATURE OF PRINCIPAL:

Barbara Henderson

S&C Materials & Paving, Inc.  
PRINCIPAL

BY: Wayne Hill  
TITLE

WITNESS TO SIGNATURE OF SURETY:

Susanna Bader  
Susanna Bader

Employers Mutual Casualty Company  
SURETY

BY: Francis Ware  
Francis Ware, Attorney-in-Fact  
TITLE

Countersigned:

Francis Ware AL#0453430  
Resident Agent

4525 Executive Park Drive Suite 202  
Montgomery, AL 36116

Address

800-489-0105

Telephone Number

**IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**





THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. C10948

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: JAMES BARBER, LANE MILAM, DEBRA SANDERS, FRANCIS WARE, SONYA BERRYMAN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Seven Million Dollars.....\$7,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

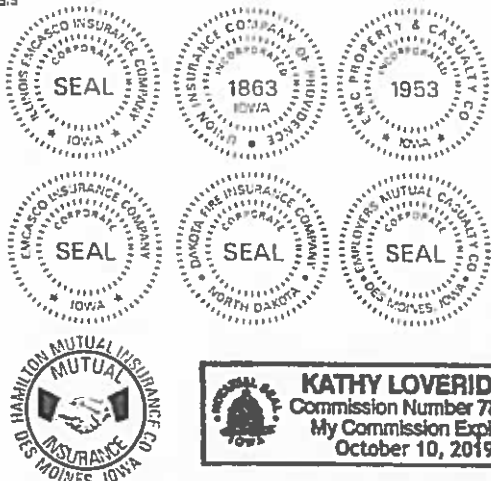
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Army is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of AUGUST, 2017.

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Todd Strother, Vice President

On this 24th day of AUGUST AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above, that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2019.

Kathy Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on AUGUST 24, 2017 on behalf of: JAMES BARBER, LANE MILAM, DEBRA SANDERS, FRANCIS WARE, SONYA BERRYMAN

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18 day of MAY, 2018.

[Signature] Vice President

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

S&C Materials & Paving, Inc. as Principal, and

Employers Mutual Casualty Company as Surety are held and

firmly bound unto Dale County, Alabama (hereinafter called "Obligee" or "Owner") in the penal sum of One Million Five Hundred Two Thousand Sixty-Nine Dollars and Forty-Four Cents Dollars (\$ 1,502,069.44 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated the 22<sup>nd</sup> day of MAY, 20 18, (Hereinafter called the "Contract") for the

**CHIP SEAL RESURFACING OF VARIOUS COUNTY ROADS**

Which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits or said bond, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement entered thereon.
- (b) The Principal and Surety hereby designate and appoint Employers Mutual Casualty Company as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under Workers' Compensation or Employer's Liability Statute.

- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceedings thereon that is instituted later than one year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

Executed in five (5) counterparts.

SIGNED, SEALED AND DELIVERED THIS 18 day of May, 2018.

WITNESS TO SIGNATURE  
OF PRINCIPAL:

Barbara Henderson

S&C Materials & Paving, Inc.

PRINCIPAL

BY: [Signature]

TITLE

WITNESS TO SIGNATURE  
OF SURETY:

Susanna Bader  
Susanna Bader

Employers Mutual Casualty Company  
SURETY

BY: Francis Ware

Francis Ware, Attorney-in-Fact  
TITLE

Countersigned:

Francis Ware AL#0453430  
Resident Agent

4525 Executive Park Drive Suite 202  
Montgomery, AL 36116  
Address

800-489-0105  
Telephone Number

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. C10947

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

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- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint JAMES BARBER, LANE MILAM, DEBRA SANDERS, FRANCIS WARE, SONYA BERRYMAN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Seven Million Dollars.....\$7,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

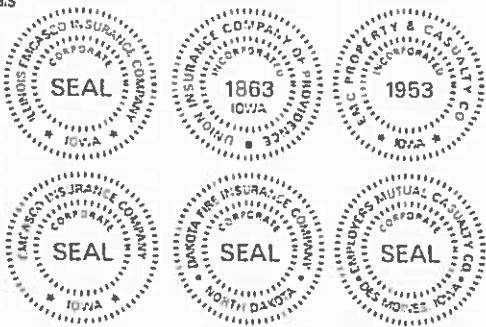
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of AUGUST, 2017.

Seals



*Bruce G. Kelley*  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

*Todd Strother*  
Todd Strother  
Vice President

On this 24th day of AUGUST AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above, that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires October 10, 2019.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on AUGUST 24, 2017 on behalf of: JAMES BARBER, LANE MILAM, DEBRA SANDERS, FRANCIS WARE, SONYA BERRYMAN

are true and correct and are still in full force and effect.  
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18 day of MAY 2018

*J. D. Clough* Vice President

**ADDENDUM**

**Dale County Commission**

**Personnel Policies and Procedures Handbook**

**May 02, 2018**

**Changes are in Bold**

**Purpose of Addendum:** To correct start date of County Paid Life Insurance.

**SECTION XI COMPENSATION AND BENEFITS**

**PART B BENEFITS**

**No. 3 EMPLOYEE INSURANCE PROGRAM**

**c.**

**Presently Reads:**

Each eligible employee is automatically covered by a life insurance policy. The County will pay the policy premiums.

**Change:**

**Each eligible employee will covered by a life insurance policy effective the first of the month after hire date. The County will pay the policy premiums.**

May 2, 2018

(Valid as proposed 90 days from date shown)

Cheryl Ganey  
County Administrator  
Dale County Commission  
202 Highway 123 South, Suite C  
Ozark, Alabama 36360

RE: GASB STATEMENT NO. 75 - OPEB REPORTING  
ENGAGEMENT FOR THE SUPPORTING ACTUARIAL VALUATIONS FY2018 - FY2023

Dear Ms. Ganey,

Thank you for your consideration of this engagement with CapRisk Consulting Group (CapRisk) to provide actuarial services to Dale County Commission (the County). The overall purpose of our consulting efforts will be to assist the County and its representatives in the management of its retirement plan for "other (than pension) postemployment benefits" (OPEB). The scope of this assignment, providing the actuarial valuations and projections in support of the GASB Statement No. 75 reporting (replaces GASB 45), will consider expense obligations specific to these benefits.

The assistance shall include:

1. Submission of a ready-to-file document addressing the actuarial valuation of OPEB expense obligations, signed by a fully-credentialed Fellow of the Society of Actuaries.
2. Regular communications and explanation of study results and conclusions.
3. Ongoing consultation, as necessary, with regard to interpretation of values presented and the implementation of recommendations.

Teamwork and quality communication are considered key to the services being requested. CapRisk colleagues offer a true partnership approach to our consulting efforts founded on these considerations. We are prepared to dedicate sufficient resources, tailored to accommodate the specific needs and scheduling requirements of the County. We are an independent consultancy, value long-term relationships, and thus offer a level of commitment toward serving the needs of our clients that may not be found in other consulting practices.

It is CapRisk's position that actuarial models should reflect the unique characteristics of the plan and client operational procedures to the greatest extent possible. CapRisk actuaries have particular expertise working with self-funded insurance plans, retiree pension plans, other postemployment benefits (OPEB) and are accordingly well-prepared to address the needs for this assignment and any future studies for the County.

## 1. CAPRISK EXPERIENCE

Our firm's actuaries and consultants offer a combined one hundred plus years experience. One of our strongest and growing practice areas is providing actuarial and related consulting services for retiree medical plans to a wide range of client employers and plan consultants. Since the implementation of FAS 106 (the initial private sector equivalent of GASB 45/GASB 75) our actuaries have provided audit support and actuarial valuations for many of our clients that are exposed to these accounting standards. For our public sector clients we are additionally working with those interested in evaluating the impact of various plan changes under GASB 75 on their financial statements.

The following are offered as representative of our actuaries' current and completed work:

- City of Alabaster (Alabama)
- City of Enterprise & Water Works (Alabama)
- City of Eufaula (Alabama)
- City of Foley (Alabama)
- City of Homewood (Alabama)
- City of Jasper (Alabama)
- Montgomery Housing Authority (Alabama)
- City of Oxford (Alabama)
- City of Ozark (Alabama)
- City of Troy (Alabama)
- City of Broken Arrow & Tulsa County (Okla)
- City of Muskogee (Oklahoma)
- City of Shelbyville (Tennessee)
- City of Tullahoma & Schools (Tennessee)
- Wilson County & School Board (Tennessee)
- Blount County (Alabama)
- Chambers County (Alabama)
- Cherokee County (Alabama)
- Chilton County (Alabama)
- Dale County (Alabama)
- Morgan County (Alabama)
- Talladega County & City of Talladega (Alabama)
- Tallapoosa County (Alabama)
- City of Siloam Springs (Arkansas)
- Lafayette Parish Sheriff's Office (Louisiana)
- City of Lake Charles (Louisiana)
- West Baton Rouge Parish Council (Louisiana)
- City of Orange & Orange County (Texas)
- City of Texarkana (Texas)
- Walker County (Texas)

## 2. ACTUARIAL QUALIFICATIONS

Wilfred L. Thornthwaite, FSA, EA, MAAA, Consulting Actuary with 30 years professional experience is presented as our lead consultant for this project. Mr. Thornthwaite is a fully-credentialed Fellow of the Society of Actuaries, an Enrolled Actuary, a Member of the American Academy of Actuaries, and a Fellow of the Conference of Consulting Actuaries.

## 3. PROPOSED METHODOLOGY

Our valuation methodology will follow GASB 75 in consultation with client representatives regarding assumptions. The valuation system we employ is widely used in the public sector for valuation of both pension plans and welfare plans. We have utilized this state-of-the-art valuation system for the past ten years.

We have attached the 'Executive Summary' and 'Accounting Information' sections from a sample report for reference. These cover our approach to the valuation as well as providing an illustration of the summary detail provided. The remainder of the report, not included, contains supporting detail on the actuarial development of various GASB 75 cost and liability components. Since the projected impact of the current plan may result in changes in the existing medical plan for retirees, we can also calculate alternative valuations reflecting these plan changes where requested.

#### 4. PRESENTATION OVERVIEW

The results of the analysis will be presented first in draft form for review, followed by an opportunity for discussion before issuing the final written report. Our written report will contain a Statement of Actuarial Opinion outlining the assumptions on which the analysis is based and the conclusions reached. The balance of the report will document sources of data, material considerations, and methods used in sufficient detail for regulators or an auditor to evaluate the work performed and the conclusions reached.

#### 5. VALUATION TIMELINE

As outlined here in our proposed engagement and dependent upon receiving complete data in a timely manner, we will develop our report for review within 30 days (flexible). We will then follow up with the County and its representatives to go over any questions to ensure we have properly reflected applicable information. Barring any major changes, final signed reports will be delivered within a week after discussion.

#### 6. FEE SCHEDULE

Our fee includes the development of claims costs and other assumptions for the valuation as well as the preparation of the data files to be used in the valuation. The fee includes the consultation to prepare the initial report and the actual preparation of the report. Based on our current understanding of the plan<sup>1</sup>, the total cost for each GASB 75 (biennial) valuation will not exceed \$4,950, with the next valuation scheduled for reporting with the fiscal year ending September 30, 2018. The corresponding roll forward calculations as required for the "interim years" can be provided at *no additional cost*.

As further evidence of our better value proposition, CapRisk will honor this *all-inclusive flat fee schedule through FY2023* for additional valuations to be performed during the extended timeframe. The frequency and timing for additional valuations to be determined by the County in consultation with its outside auditor or accounting firm.

[<sup>1</sup> The fee indicated is for a number of participants *fewer than 200*, where we will utilize the appropriate measurement method in accordance with the Actuarial Standards of Practice and the Governmental Accounting Standards Board to provide the actuarial valuation of major medical with other benefits or options specified.]

Additional consulting services can be provided for the County's consideration, such as a review of the likely impact of potential changes to the retiree plan benefits under GASB 75 reporting. Associated fees will be discussed and confirmed in writing before any additional projects are undertaken.

The invoice for each project will become due in full with transmittal of the initial report. Our fee reflects the understanding that the County and its representatives will be available to assist in efforts to gather and compile available data as may be required for the purpose of this analysis. Unless otherwise previously agreed to in writing, the total cost to the County for all services and expenses associated with performance hereunder shall not exceed the amount(s) quoted.

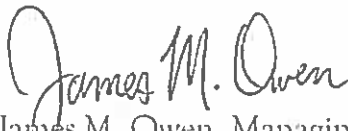


Draft reports and regular communications prior to the delivery of the final documents should provide assurance that our selected assumptions conform to your knowledge of the plan and that your questions have been addressed. Follow-up consultations can be provided to address concerns that arise after the reports have been completed, and we will remain available to confer with the County and its representatives.

We appreciate the opportunity to offer these services to Dale County Commission, and look forward to working with you on this assignment.

Respectfully submitted,

CAPRISK CONSULTING GROUP:



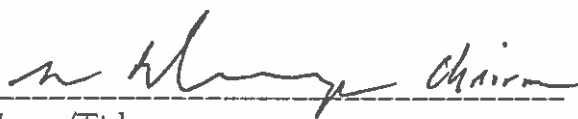
James M. Owen, Managing Principal  
877.747.5238, Ext. 411 / JOwen@CapRiskGroup.com

Enclosure: Sample Report Summary

Cc: Wilfred L. Thornthwaite, Consulting Actuary

---

The undersigned hereby authorizes CapRisk Consulting Group to commence work under this engagement with Dale County Commission to provide the actuarial services outlined above.

 Chairman  
Name/Title

5/22/18  
Date



Commission Chairman  
Mark Blankenship

Commissioners  
Chis Carroll District 1  
Steve McKinnon District 2  
Charles W. Gary District 3  
Frankie Wilson District 4

County Administrator  
Cheryl Ganey

## EXHIBIT 5

### *Dale County Commission*

## Mandatory Garbage Service Exemption Policy

1. Customer must have a valid reason for utilizing a commercial dumpster instead of County provided service (i.e. business on property, multiple rental units in close proximity, or chicken houses/farms).
2. Dumpster must be within 500 feet of the housing unit or units it is serving.
3. Access to the dumpster must not cross any public roads.
4. Site visit by Compliance officer to verify location meets above standards.
5. Preexisting dumpsters that do not meet these exact standards may be left as is if, upon inspection by Compliance officer they do not pose any significant threat to public health and safe disposal of household waste.

A handwritten signature in black ink, appearing to read "Mark Blankenship", is written over a horizontal line.

Mark Blankenship, Chairman

Date: May 22, 2018



# DALE COUNTY COMMISSION

**Commission Chairman**  
Mark Blankenship

**Commissioners**  
Chris Carroll,  
Steve McKinnon,  
Charles W. Gary,  
Frankie Wilson,

District 1  
District 2  
District 3  
District 4

**County Administrator**  
Raye Ann Calton

## INVITATION TO BID

### To: ALL INTERESTED BIDDERS

Sealed bids will be received by the Dale County Commission, 202 S. Hwy 123, Suite C, Ozark, AL 36360 until 10.00 A.M. Tuesday, May 22, 2018 and publicly opened at this time for harvesting timber at one tract of land owned by the Dale County Commission.

Sealed bids should be labeled "**BID ON HARVESTING TIMBER**" on the outermost envelope.

All bidders must use our **BID FORM** and each bid must be filled out in ink and notarized. Dale County reserves the right to accept or reject all bids or portions thereof.

No errors will be corrected after bids have been opened. Potential bidders may contact Derek Brewer, County Engineer at 334-774-5875 regarding any questions about bid and to schedule any inspections of the properties.

**Acceptance or Rejection of Proposals:** The Dale County Commission reserves the right to reject any or all proposals. Without limiting the generality of the foregoing; any proposal having erasures or corrections on the bid form may be rejected; any proposal omits a bid or any one or more item on the bid form may be rejected; any proposal in which prices are omitted, or in which prices are obviously unbalanced, may be rejected; and any proposal accompanied by an insufficient or irregular bid bond may be rejected.

We hereby affirm we have not been in agreement or collusion among bidders or perspective bidders in restraint of Freedom of Competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Strickland Timber LLC  
Company  
Wendell E. Strickland  
Signature of Authorized Representative

5/22/18  
Date  
owner  
Title

[Signature]  
Mark Blankenship  
Dale County Commission Chairman

The tract of timber is described below:

**TRACT:** Located North of Dale County's C&D landfill. Land is located in Sections 12 and 13, Township 5N, Range 24E. Land to be clear cut and contains 170 acres (+/-).

**Bids will be only accepted from contractors that are licensed and insured. Proof of insurance and licensure shall be submitted with bid. A bid bond of 5% of the total bid amount must also accompany all bids, no exceptions. The bid bond may also be in the form of a certified/cashiers check made payable to the Dale County Commission.**

Bid bonds of the unsuccessful bidders shall be returned once the bid is awarded. References may be required from the high bidder.

**The contractor shall have 365 calendar days from the award of the bid to harvest the timber. Payment to be made to the Dale County Commission within 30 days of the award. Bid bond will be retained by the Dale County Commission until full payment is received.**

Strickland Lumber LLC  
Company  
Donald E. Strickland  
Signature of Authorized Representative

5/22/18  
Date  
Owner  
Title

Mark Blankenship  
Mark Blankenship  
Dale County Commission Chairman

BID FORM

DALE COUNTY LANDFILL:  
(LUMP SUM BID)

151,000.00 U.S. DOLLARS

I agree to have completed harvesting within three hundred sixty-five (365) calendar days and remit full payment of the LUMP SUM BID amount above to the Dale County Commission within thirty (30) calendar days from the award of the contract.

Strickland Lumber LLC  
Company  
Donald E Strickland  
Signature of Authorized Representative

Owner  
Title  
5/22/18  
Date

I, Kathy G. JACKSON, a Notary Public in and for said County, in said State, hereby certify that DONALD STRICKLAND, whose name is signed to the foregoing instrument and who is known to me, acknowledge before me this day, that being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of MAY, 2018.

Kathy G. Jackson  
Notary Public

My Commission Expires: June 2, 2018

(Notary Seal)

**DUNN ENVIRONMENTAL ENGINEERING, LLC**

May 15, 2018

EXHIBIT 7

Mr. Derek S. Brewer, P.E.  
County Engineer  
Dale County Road and Bridge Department  
202 S. Highway 123, Suite A  
Ozark, AL 36360

Re: Dale County Sanitary and C&D Landfills  
General Operations Proposal  
DEE Project No. 1301-001

Dear Mr. Brewer:

Dunn Environmental Engineering, LLC (DEE) appreciates the opportunity to provide this proposal and attached agreement for professional engineering services on the Dale County Sanitary and C&D Landfills for miscellaneous work in 2018. The total scope of the project cannot be totally defined, but I have attempted to describe my understanding of the work in this proposal.

Listed below is the scope of services and my estimated fees for the work on this project in 2018.

If acceptable, please execute this letter and attached agreement to put DEE under contract to perform general operational assistance services on a time, material and expense basis. Once you have signed both this letter and attached agreement, please return a copy of each to my office.

**Scope of Services**

The Dale County Sanitary and C&D Landfills proposes to work on various issues and miscellaneous engineering work on the facilities. DEE will assist the landfills as needed for requested services on a time, material and expense basis in accordance with the attached agreement, including hourly rates.

Estimated Fee.....\$5,000


This scope of services and fees are estimates based on the best information we have at this time and do not include other services that may be required to complete the work. Scopes and proposals for other services that may be required (hydrogeologist, surveying, field work, sampling, etc.) will be prepared by the specialist and professionals providing those services and provided separately as applicable.


Thank you for the opportunity to serve Dale County and your confidence in my company.

Should you have any questions, please call or email.

Sincerely,

Dunn Environmental Engineering, LLC

  
Nathan Dunn, P.E.  
Professional Engineer

  
Acceptance of Proposal  
5/22/18  
Date

Enclosure

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 15, 2018 ("Effective Date") between Dale County, Alabama ("Owner") and Dunn Environmental Engineering, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Dale County, Alabama Sanitary and C&D Landfills ("Project").

Engineer's services under this Agreement are generally identified as follows: Professional engineering services for ADEM compliance and operational assistance, as needed, at the Dale County, Alabama Sanitary and C&D Landfills in 2018. Refer to cover letter dated, May 15, 2018, for further detail ("Services").

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Services provided under this agreement shall be completed during the 2018 calendar year. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

### A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be \$5,000.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

### A. The obligation to continue performance under this Agreement may be terminated:

#### 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure



such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:



By: Mark Blankenship

Print name:

Title: Chairman

Date Signed: 5/22/18

Engineer: Dunn Environmental Engineering, LLC

By: Nathan Dunn

Print name: Nathan Dunn, P.E.

Title: Owner

Date Signed: 5/15/18

Engineer License or Firm's Certificate No. (if required):

CA-5600-E

State of: Alabama

Address for Owner's receipt of notices:

\_\_\_\_\_

\_\_\_\_\_

Address for Engineer's receipt of notices:

P.O. Box 1616

Ozark, AL 36361

\_\_\_\_\_

This is Appendix 1, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated May 15, 2018.

### Engineer's Standard Hourly Rates

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#### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

#### B. Schedule of Hourly Rates:

Billing Class	Rate
Professional Engineer	\$ 135/hour
Mileage	54.5 cents/mile

*Mileage subject to change according to the IRS standard mileage rate.*

*Dunn Environmental Engineering rates are subject to change on January 1<sup>st</sup> of each year.*

## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of June, 2018, ("Effective Date") by and between Dale County ("County"), and Praeses, LLC, ("Contractor").

County has requested Contractor to provide certain inmate communication consulting, management, market intelligence, and reconciliation services, as hereinafter described, and Contractor is willing to provide such services under the terms and conditions set forth below:

**I. SCOPE OF SERVICES**

Contractor shall provide the services described in the attached Exhibit A.

**II. COMPENSATION AND REPORTING**

County shall pay Contractor a monthly management fee of \$1,500.00 and 12% of all economic benefits, and true-ups received by paid by Inmate Telecommunication Service Provider(s) ("Vendor") to County. Economic benefits include, without limitation, any monetary payments such as signing bonuses, technology grants, or reimbursements and any in-kind compensation such as, but not to be limited to, computer hardware, RFID equipment, and/or other tangible reimbursements generated based on the revenues generated by inmate external communications.

Contractor retains the right to increase the management fee upon renewal of this Agreement by the Consumer Price Index for all Urban Consumers (as published from time to time by the US Department of Labor – Bureau of Labor Statistics) or 3.57%.

Contractor will provide monthly revenue reporting to County in a format approved by County. Contractor will modify or revise the reporting formats as requested by County and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by Contractor or invoiced to County along with the monthly reports. Contractor will remit to County on a mutually agreed-upon date following the receipt month of commissions and traffic reports from the contracted Vendor(s).

**III. TERM**

This Agreement shall commence on the Effective Date and expire three (3) years from the delivery of the initial monthly revenue report to County and will automatically renew for consecutive two (2) year terms at the original terms and conditions unless either party provides written notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

**IV. TERMINATION**

Notwithstanding any provisions in this Agreement to the contrary, County shall provide written notice to Contractor of any alleged material breach of this Agreement and Contractor shall have thirty (30) days from the date of the receipt of such written notice to cure same.

Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. Notice shall be deemed served on the date of receipt of the notice.

**VI. MISCELLANEOUS TERMS**

This Agreement, together with any attachment(s) or addendum(s), represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such provision, or of any other provision contained in this Agreement.

County and Contractor shall indemnify and defend each other against any loss, cost, damage, reasonable expense (including reasonable attorney's fees) or liability of any kind paid pursuant to a non-appealable judgment of court of competent jurisdiction or third-party settlement for damages to property, personal injuries or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense or liability is

due to the sole gross negligence of either party, their agents or employees. Contractor is not responsible for vandalism, holes in walls or other modification to County's premises. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be liable to the other party for consequential, special or punitive damages. Notwithstanding the foregoing, in no event shall Contractor's liability exceed the management fees actually received under this Agreement during the previous three (3) months prior to which a claim arises.

In the event that one or more of the provisions contained in the 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, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**VII. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

**TO COUNTY:**

Dale County Commission  
Attn: Cheryl Gainey  
202 Hwy 123 South, Suite C  
Ozark, AL 36360

[cganey@dalecountyal.org](mailto:cganey@dalecountyal.org)

**TO CONTRACTOR:**

Praeses, LLC  
Attn: Ann Day  
330 Marshall Street, Suite 800  
Shreveport, LA 71101  
CC: Drew Smith (at same address)  
[drew.smith@praeses.com](mailto:drew.smith@praeses.com)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year shown below.

COUNTY

PRAESES, LLC

By [Signature] (name)  
(Title)

By \_\_\_\_\_ (name)  
(Title)

Date: 5/22/18

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

*Contractor shall provide the following services:*

**I. MANAGEMENT**

Day-to-Day Participatory Management Services

Contractor will provide County with a point of contact for inmate communication service issues. This individual will work directly with each facility to assist in managing and coordinating activities including, but not limited to:

End-user requests/ issues

- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/ features
- Maintenance of inventory (phones, rate plans, commission structures, equipment)
- Verification of "free" phone numbers
- Telephone removals and relocations
- Vendor issues
- Reporting and commissions

Vendor Compliance Services

- Work with County's contracted Vendor(s) to facilitate optimal inmate communication service from the contracted Vendor(s).
- Work with County and its contracted Vendor(s) to validate that such Vendor is contractually compliant with its service offerings, and
- Work with the selected Vendor(s) to facilitate timely responses to open service requests.

**II. CONSULTING AND MARKET INTELLIGENCE**

Contractor will conduct in-depth requirements gathering and site surveys to understand County's unique needs and requirements affecting its inmate communications environment. Contractor will consult with County to:

- Advise County of new technologies, regulations and industry trends and
- Consult through any Request for Proposal ("RFP") process or contract renewal process which will include, at County's sole option, RFP review, Vendor RFP response summaries, contract negotiations and Vendor/equipment transitions.

**III. RECONCILIATION**

The reconciliation services to be provided by Contractor include:

- Evaluate the accuracy of calling rates, fees, revenues and commissions;
- Work at the discretion of County to collect any earned but unpaid monies;
- Utilize proprietary methods to detect errors and identify trends and anomalies, and

*County's Responsibilities:*

I. County shall promptly execute the Letter of Agency ("Exhibit B") designating Contractor as its authorized Agent with respect to all matters regarding the provisioning of inmate communication services.

II. County shall provide Contractor, to the extent possible, with County records to assist Contractor in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones/devices at each County facility;



- Average Daily Population and number of beds at each County facility;
- Numbers of devices located in each County facility and used by inmates;
- Copies of current Vendor contracts and any amendments;
- Information about the Vendor(s) at each County facility including company name and contact person;
- Revenue and commission data for each inmate communication device at each County facility for the 18 month period prior to Contractor's management;
- Any other information pertinent to Contractor's management of the ITS.

III. County shall provide Contractor reasonable access to County facilities during normal business hours for the purposes of inspecting, evaluating and monitoring the inmate communication service quality. County shall also provide authorization for remote access (approved user level) from Vendor.

IV. County shall assist Contractor with obtaining data from Vendor(s) if and/or when the Vendor declines to give the requested data to Contractor.

EXHIBIT B  
LETTER OF AGENCY

LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies  
Correctional Tablet Providers  
Commissary Providers  
Jail Management System Providers  
Video Visitation Providers  
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate communication services and related products you provide to the undersigned COUNTY, including but not limited to, remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, and any and all other data and reports that are deemed necessary by COUNTY for the Agent to oversee, fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate communication service and related products, as well as coordinate any modifications (including system interfaces) to the inmate communication services environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate communication and ancillary service issues relating to the locations owned, operated and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate communication service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

COUNTY: DALE COUNTY

Agent: PRAESES, LLC

[Signature] 5/22/16  
Signature Date

\_\_\_\_\_  
Signature Date

Mark Blankenship  
Name (Print or Type)

\_\_\_\_\_  
Name (Print or Type)

Chairman  
Title

\_\_\_\_\_  
Title

202 Hwy 123 South  
COUNTY'S Address

330 Marshall Street, 8<sup>th</sup> Floor. Shreveport, LA 71101  
Agent's Address

774-6025  
COUNTY'S Telephone #

(318) 424-8125  
Agent's Telephone #